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VOL. XLIV., No. 32.

The Solicitors' Journal and Reporter.

LONDON, JUNE 9, 1900.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

UP TO THE TIME of going to press, neither the Court of Appeal list nor the Chancery lists have reached us. The Queen's Bench lists show a total of 293 actions entered for trial up to the 5th inst., as against 580 at the commencement of the Easter Sittings, and 394 a year ago.

As a correspondent of the *Times* points out, it is now clear that no alteration is contemplated this year in the Long Vacation; the judges having arranged that the summer assizes shall end about the 12th of August, as usual.

THE CONTROVERSY as regards defaulting solicitors has now, in the letters which appear in the public press, practically narrowed itself down to the question whether the Incorporated Law Society shall undertake the prosecution of delinquents, and if so, how the funds are to be provided. It is suggested that they should be raised by an increase in the certificate duty, whereby the vast majority of honest members of the profession will be taxed for the punishment of the rogues. This appears to be a most singular proposal. How do criminal solicitors differ from other criminals, the costs of whose prosecution falls on public funds? What would be said of a proposal that criminal brokers should be prosecuted at the cost of the members of the Stock Exchange? Let the Council, if they think fit, undertake the prosecution of solicitors who commit offences against the criminal law—though in our opinion it should be left to the Public Prosecutor—but let the funds for such prosecutions be provided in the same way as for other criminal cases. It would, we believe, be wholly unprecedented for criminals belonging to a particular class to be prosecuted at the cost of that class, and one can hardly understand the grounds on which the suggestion has been made. There will certainly be the keenest opposition on the part of the profession if the proposal should be attempted to be carried into effect.

THE CASE of *Driefontein Consolidated Mines (Limited) v. Janson* (reported elsewhere) was a curious attempt to extend to new circumstances the doctrine, formerly established, that contracts of insurance cannot be enforced so as to indemnify an alien enemy against the loss of his property in the course of a war. Gold belonging to the plaintiff company, which was being conveyed from Johannesburg to the Cape, was covered by a Lloyd's policy, of which the defendant

was one of the underwriters. The gold was seized by the Transvaal Government on the 2nd of October of last year—that is, some nine days before the actual outbreak of hostilities. When a war is being waged between this and another country it may be a necessity sometimes for the private property of the subjects of the hostile country to be destroyed. Such destruction, of course, could only be justified as a measure of necessity, and it might, under some circumstances, be against public policy for the owners to be allowed to claim indemnity under contracts of insurance entered into with subjects of this country. Whether such a view of public policy would at this day be allowed to govern the enforcement of commercial contracts, is doubtful; but the present case had special features which distinguished it from those on which the old doctrine is founded. As just stated, the seizure of the gold took place before the outbreak of hostilities, and MATHEW, J., declined either to date the state of war from the seizure of the gold, or to treat the state of war as relating back to acts which were done in contemplation of hostilities. But apart from this, there was the very material distinction that in cases to which the doctrine in question properly applies the seizure or destruction of property is the act of this country, and it is designed to weaken the resources of the enemy. Here the seizure was the act of the enemy, and it could be of no advantage to this country to prevent the losers, of whatever nationality they might be, from seeking indemnity under ordinary commercial contracts. MATHEW, J., held, accordingly, that the policy was enforceable. There was a further point, whether the plaintiff company, seeing that the great majority of its shareholders were Europeans—largely, indeed, British—was an “alien enemy” or no. But on this the learned judge was against the company. It was, indeed, a matter of indifference who were the members of the company. The company, which was a separate entity, was formed under the Transvaal law and was a Transvaal subject. This fact, however, would only have suspended the remedy until the cessation of hostilities, and the point was not pressed by the defendant.

“THE DECISION given by the Court of Appeal in the case of *Evans v. Justices of Conway*, on which you commented last week (*ante*, p. 498), is,” says a valued correspondent, “one of the most important decisions to licensed victuallers and brewers which has been given for some time. The point at issue really depended upon the question on which party the *onus* of proof rested. Now, if a person applies for a new licence, clearly the burden of proof is upon him to shew that he ought to have the licence. But if a person who already holds a licence applies for a renewal of that licence, the burden of shewing that he ought not to have a renewal (or, in other words, that his licence should not be taken away) is upon the objector. The holder of the licence has in fact a *prima facie* right to have it renewed. Now, upon appeal to quarter sessions the proceedings are generally in the nature of a re-hearing. This is certainly the case in appeals against a conviction and also in appeals against the refusal to renew a licence. If, then, the appeal is a re-hearing, the party on whom is the burden of proof should begin, and if he fails in proving what he undertakes to prove, the other party should succeed. Clearly, then, if the party who has to begin gives no evidence whatever, the appellant must succeed and is entitled to a renewal of his licence. This is the decision of the Court of Appeal, and the decision seems to be both just to the licence holder and sound in principle. Nothing can be imagined more unjust than for a court of quarter sessions to deprive a man of his licence without any grounds whatever for so doing having been proved. There can be no doubt, since *Sharp v. Wakefield* (37 W. R. 187; 1891, A. C. 473), that justices have absolute discretion to grant or refuse a renewal. But a court of quarter sessions must exercise its discretion judicially and only upon evidence. An attempt was made to argue that, when hearing a licensing appeal, a court of quarter sessions is not a court at all. This extraordinary proposition is founded, of course, upon a misunderstanding of *Boulter v. The Justices of Kent* (46 W. R. 114; 1897, A. C. 556). Because the licensing meeting is not a court, it was argued that the body which has power to overrule the decisions of that meeting is not a court.

The reasoning is hard to follow. An assessment committee is not a court, but no one seems to have yet raised the point that quarter sessions is not a court when hearing a rating appeal. The court of quarter sessions is clearly a court of justice when hearing any sort of appeal, and therefore must act judicially, and cannot disregard the ordinary principles of legal procedure.”

A CURIOUS POINT was raised before BUCKLEY, J., in *Rosenbaum v. Belson* (*ante*, p. 485) as to the extent of the authority conferred by instructions to an agent to sell property—whether the agent was only authorized to find a purchaser, or whether he was also authorized to enter into a binding contract for sale. The defendant, who was the owner of certain leasehold houses, gave a firm of auctioneers and estate agents written instructions as follows: “Please sell for me” the houses in question, “and I agree to pay you by way of commission the sum of 2½ per cent. on the purchase price accepted.” The auctioneers, acting according to what they understood to be the meaning of these instructions, sold the houses to the plaintiff for £785, and entered into a written contract with him. This contract the defendant refused to carry out, alleging that he had given no authority to enter into a binding contract for sale, but only to find a purchaser. It does not appear what had passed between the defendant and the estate agents as to the price at which they were to sell the houses, and in the absence of some understanding on this point, it is, of course, unusual for an agent to proceed in the matter of a proposed sale. Till he has received definite instructions as to the amount to be accepted, his proper business is to submit to his client such offers as may be made. In the ordinary course where a house is placed upon the books of a house agent for sale, a price is named, and any offers not coming up to the price are the subject of special instructions. In *Hamer v. Sharp* (23 W. R. 158, L. R. 19 Eq. 108) the authority expressly given was to “procure a purchaser”; and in this case it was held that the agent had no authority to sign a contract: see also *Chadburn v. Moore* (41 W. R. 39). At first sight, there is perhaps no great distinction between the instructions in the above-mentioned case and the authority to “sell” which was given in the present case of *Rosenbaum v. Belson*. But while the phrase “to find a purchaser” leaves it doubtful whether the agent is simply to obtain offers, or also to go a step further and actually accept an offer, the words “to sell” seem to carry the meaning sufficiently far to cover the entire transaction. There is no sale until an offer has been made and accepted, and it was held accordingly by BUCKLEY, J., that the agents, by entering into a contract to sell, had not exceeded the authority conferred upon them.

AN ATTEMPT was made, though unsuccessfully, in the recent case of *Goodwin v. Saturley* (*Times*, 1st inst.) to get behind the settled meaning of the provision in a lessee's covenant against assignment, &c., without the lessor's consent, that such consent is not to be unreasonably withheld. The action was brought for arrears of rent due under a lease which contained a covenant by the lessee not to assign the premises without previously obtaining the consent in writing of the lessor, but that such consent should not be unreasonably or arbitrarily withheld to a respectable and responsible assignee. An assignee had been proposed by the lessee and had been refused by the lessor, and the lessee counterclaimed in the action for a declaration that the proposed assignee was a respectable and responsible person, or, in the alternative, for damages for the lessor's breach of covenant in refusing his consent. The legal effect of the qualified covenant against assignment may not be very convenient in practice, but it was settled by *Treloar v. Bigge* (L. R. 9 Ex. 151), and the conclusion there arrived at has been adopted in subsequent cases, notably in *Sear v. House Property Society* (16 Ch. D. 387). “Looking,” said Baron AMPLETT in the former case, “at the place in which the words relied on occur, I think they ought to be construed as a qualification on the covenant of the lessee,” and “the true interpretation of the words, I think, is to release the plaintiff from his covenant not to assign without the defendant's assent, if that assent is arbitrarily withheld.” In other words, the proviso does not amount to an independent covenant upon the part of the lessor not to withhold his con-

sent, and consequently no damages are recoverable against him whatever may be the inconvenience to which he subjects the lessee by refusing his assent in a case where it ought to be given. The lessee is then free to assign without licence, and the question of the assignee's suitability can only be raised in proceedings by the lessor grounded upon an alleged breach of the lessee's covenant. Thus in *Sear v. House Property Society* (*supra*) the covenant was not to assign or underlease without the lessor's consent in writing, "but such consent not to be unreasonably withheld." The lessee brought an action for damages against a lessor for unreasonably withholding his consent. "I consider," said HALL, V.C., "that the convenient construction is, that the words be construed as not being themselves a covenant to be enforced by damages, but as leaving the lessee to deal with the premises without restriction if the licence of the lessor for permission to assign to a responsible and respectable tenant be unreasonably withheld." The covenant in *Goodwin v. Saturley* appears to have been undistinguishable from that in the case before HALL, V.C., and it is not surprising, therefore, that RIDLEY, J., did not see his way to either giving damages against the lessor or making a declaration of the proposed assignee's respectability.

THE CONDITION precedent to enforcing a right of re-entry or forfeiture for breach of covenant or condition in a lease imposed by the 14th section of the Conveyancing Act, 1881, is not fulfilled until both the lessor has served the prescribed notice on the lessee, and the lessee has failed within a reasonable time thereafter to remedy the breach. The Act, it may be remarked, does not require the notice to specify a reasonable time, or indeed any time, to remedy the breach, but in practice a time is usually specified in the notice. In a notice concerned with more than one breach, the time specified would ordinarily be the time which the lessor thought reasonable for remedy of all the breaches complained of. If, however, the time were found by the court to be (1) in fact insufficient to remedy any of the several breaches complained of, or (2) in fact sufficient to remedy one or more only, but not all the breaches, what would be the effect on the lessor's position? The point was discussed, but not decided, in a recent case before BUCKLEY, J. There lessees under a mining lease had covenanted that they would endeavour to raise certain coal by means of a shaft to be sunk by them, and would within a named time commence to sink the shaft and thereafter continuously and vigorously prosecute the sinking, and would finish the shaft, and so on. The breaches complained of in the notice were (1) not commencing and prosecuting and finishing the shaft, (2) not endeavouring to win the coal, and so on, and the lessees were required to remedy all the breaches within three months after notice. It was admitted that it would take two years to finish sinking the shaft, and it was first vigorously contended for the lessees that the covenant must be read as one and could not be split up, and on this view that the three months given was not a reasonable time, and therefore the notice was bad. The court thereupon asked where the Act said anything about the time given by the notice, and if the time named was unreasonable why should that make the notice bad? BUCKLEY, J., referred to the judgment of the Court of Appeal in *Horsey Estate v. Steiger* (47 W. R. 644; 1899, 2 Q. B. 79), which was delivered by Lord RUSSELL, C.J., and drew attention to his concluding words on this point—"On the whole, therefore, I am of opinion that the notice was bad, and did not comply with the condition precedent to action within section 14 of the Act of 1881"—asking what was that condition precedent? In *Pannell v. City of London Brewery Co.* (48 W. R. 264; 1900, 1 Ch. 496) BUCKLEY, J., himself disposed of this passage in *Horsey Estate v. Steiger* as meaning, not that the notice there was bad, but that the proceedings on the notice were bad, because sufficient time had not been allowed (1900, 1 Ch., p. 503).

It was also contended, as regards the above covenant, that even if it ought to be read as containing several independent obligations, the time was still unreasonable, because it did not permit of compliance with the requisition which it would take longest to comply with. But the court asked why the lessee

had not "failed within a reasonable time to remedy the breach" within the meaning of the Act when he failed to remedy any breach within the time reasonable for the remedy of that breach? It has been decided that a notice under the Act is severable, so that it may be good in respect of one alleged breach and bad in respect of another: *Lock v. Pearce* (41 W. R. 369; 1893, 2 Ch. 271, 280, per LINDLEY, L.J.), *Pannell v. City of London Brewery Co.* The enactment, however, simply speaks of "the breach." If it is right to construe "the breach" there mentioned as applying distinctly and substantively to each of several breaches particularized in one notice, it seems to follow that the other provisions, including that as to "reasonable time," should be similarly construed *reddendo singula singulis*. The result would be that wherever the provisions of the Act are complied with in respect of any one breach alleged, the condition precedent to action in respect to that breach is complied with, and the right of action so arising is not lost through any neglect to comply with the provisions of the Act as regards any other breach alleged in the notice. It may well be, however, that the piecemeal construction of the notice will not find favour, and that it will not be allowed to be pushed to its logical consequences. The authorities generally shew a tendency to give the tenant the benefit of any doubt as to the sufficiency of the notice, and the scope of section 14 has been explained in *Horsey Estate v. Steiger*, and elsewhere, to be that the notice should be such as to give the tenant precise information of what is alleged against him and what is demanded from him, so that he may have the opportunity of considering his position before action brought (1899, 2 Q. B., p. 91): see also *Re Serle* (46 W. R. 440; 1898, 1 Ch. 652), and other cases there cited by KEKEWICH, J.

A SPECIAL MANAGER'S RIGHT TO INDEMNITY.

THE course which a receiver and manager must pursue, whether appointed by the court of its inherent jurisdiction, or under statute, or at the instance of a debenture-holder, or other incumbrancer, is always a difficult and sometimes a dangerous one, beset as it is on all sides by pitfalls peculiarly difficult of detection.

The difficulties of the position arise from the fact that it is an anomalous one in several respects, but principally in this, that, while it entails personal responsibility, it does not give unfettered power of management. A receiver and manager, or a special manager, has not unfettered power of management, because, being appointed by the court, he is the servant or officer of the court, subject to the control of the court, and upon any question of doubt or difficulty arising as to the character or details of management he must apply for the directions of the court and act according to its orders: *Re Manchester and Milford Railway* (L. R. 2 Ch., at p. 211) and *Burt v. Bull* (1895, 1 Q. B. 276). But, although such a relationship as this, if it existed between a manager and ordinary persons, would constitute the manager the agent of such persons, the relation of principal and agent does not exist between the receiver and manager and the court so as to relieve the manager from personal responsibility. On the contrary, the court intends by the appointment of a receiver and manager that the receiver and manager so appointed shall appear to the world as the person carrying on the business in the usual way, making himself personally liable on all contracts: *Owen v. Cronk* (1895, 1 Q. B., at p. 271) and *Burt v. Bull* (*supra*). This, however, does not exhaust the burden which a receiver and manager takes upon his shoulders. For it is his duty, since he is appointed for the very purpose of carrying on the business, to enter into such contracts as may be necessary for that purpose: *Taylor v. Neate* (39 Ch. D. 543).

The onerous nature of such a position as that above indicated would be intolerable but for the fact that from the earliest period the courts have fully recognized, as a corollary to the principle of personal responsibility, the principle that a receiver and manager is entitled to look to the assets of the business as an indemnity. It will be found that this principle is enunciated side by side with the principle of personal liability in *Scott v. Nesbit* (14 Ves. 438), one of the earliest cases in which the position of managers is defined. In that case,

at p. 446, it is laid down that "the dealing with the estate creates a personal contract in respect of which the estate is liable"; and, at p. 444, that "for what, in the fair discharge of their duty, they became liable to in respect of the management of the estate, they should be indemnified." That was not a case in which the court had appointed the managers, but in which the assumption of the management had been more or less voluntary. Yet the court recognized that the principle applied. The tendency of recent cases has been to apply the principle of indemnity on the broadest and most liberal lines. In *Owen v. Cronk* (*supra*), in which the whole position of a receiver and manager was carefully reviewed by the Court of Appeal, the court summed up the position thus: "When a man is appointed by the court receiver and manager of a business, he knows he is appointed, and he accepts the appointment, upon the terms that he is personally liable to the creditors of that business, and that he will have to account to the court, while at the same time he will be entitled to an indemnity out of the business," and in *Burt v. Bull* (*supra*) and *Strap v. Bull* (1895, 2 Ch. 1) the same principle obtained the fullest recognition. The most recent and, in some aspects, most striking application of the same principle is to be found in an Irish case, *Ramsay v. Simpson* (No. 2) (1899, 1 Ir. Rep. 194). There a manager appointed by the court in an administration suit continued, with leave of the court, an action begun by the executors to recover a balance claimed in respect of a contract of the testator. The defendants counterclaimed and recovered a sum larger than the sum claimed, and judgment was entered for them for the difference, with costs. The fund in court, however, was insufficient to pay the defendant's costs and those of the manager. In these circumstances the court decided that the manager, who as officer of the court had incurred the expense under the court's directions in endeavouring to benefit the estate, had a prior right to be paid his costs and to be indemnified out of the assets.

Having regard to the time during which this principle has been established and to the weight of the authorities supporting it, it is certainly surprising to find it seriously impugned as it was in *Re A. B. & Co., Ex parte J. M. Richardson* (No. 2) *ante*, p. 448), a case described by the Master of the Rolls as of "more than a little interest." A bankruptcy petition having been presented against an American firm trading both in England and America, the official receiver was appointed *interim* receiver of the firm's property under section 10 of the Bankruptcy Act, 1883, pending the hearing of the petition, and subsequently, on the application of the petitioning creditors, the official receiver appointed a special manager under section 12 of the Act of 1883, which empowers him to make such appointment "if satisfied that the nature of the debtor's estate or business, or the interest of the creditors generally," require it. The petition was subsequently dismissed by the Court of Appeal on the ground that there was no jurisdiction to make it, and the question thereupon arose whether the special manager was entitled to deduct from moneys in his hands, representing the gross receipts of the business during his management, moneys properly expended for wages, &c., in carrying on the business. The registrar having decided against the manager, the question was taken to the Court of Appeal. It was sought to sustain the registrar's decision by the ingenious argument that, the receiving order having been made wholly without jurisdiction, everything done under it was null and void: the manager in consequence was *ab initio* a mere trespasser and, if they chose to call him to account on that footing, liable for conversion of the respondent's goods upon the principle laid down in *Smith v. Baker* (L. R. 8 C. P. 350; see also *Hollins v. Fowler*, L. R. 7 H. L. 757). Further, it was argued that, even if the manager had not been guilty of a wrongful interference and was not strictly a trespasser, yet he was, in the words of Lord Bowen, in the position of a man who has expended time and money to preserve and benefit the property of another without his request, an expenditure which does not create any lien upon the property saved or benefited, nor create any obligation to repay it: *Falcke v. Scottish Insurance Co.* (34 Ch. D., at p. 248).

It is scarcely too much to say that, if this line of reasoning had prevailed with the court, the position of a manager appointed

by the court, always burdensome, would have become intolerable. He could never be sure that the decision which gave rise to his appointment might not be reversed on appeal, with the result that he would be personally responsible to account as a trespasser without any right to an indemnity against the assets. That he would not have an indemnity against the court is clear, since, as has been pointed out, he is not the agent of the court. Nor could he claim to be indemnified against the persons at whose instance he was appointed, whether, as in this case, petitioning creditors, or anyone else, such as debenture-holders or other incumbrancers, since in ordinary cases he is in no sense their agent, but, as has been pointed out, is the officer of the court, and in taking the position accepts personal responsibility. Fortunately the court detected the insidious nature of the argument, and the far-reaching effect of any such decision, and reverted to the broad and well-established principle that a manager, as officer of the court, is always entitled to be indemnified out of the assets. "Even if the order appointing the receiver had been made without jurisdiction," said the Master of the Rolls, "yet the court would never allow its officer to pay more than the balance due from him on taking the account."

It should, finally, be noticed that in taking such account only such expenditure will be allowed out of the assets as has been incurred in the fair discharge of the manager's duty, having regard to the character of the business and the object with which he is appointed. The contracts he enters into must not be of a speculative nature (*Taylor v. Neate, supra*), nor must he make speculative payments (*Re Mersey Railway Co.*, 64 L. J. Ch. 623, where costs of Bill promoting were disallowed). But, with these limitations, it may now be said that a receiver and manager, or any special manager appointed by the court, will always be entitled to the fullest indemnity out of the assets in priority to all other claims.

CASES OF LAST SITTINGS.

Court of Appeal.

CORNWALL v. HENSON. No. 2. 30th May.

VENDOR AND PURCHASER—PAYMENT BY INSTALLMENTS—FAILURE TO PAY LAST INSTALLMENT—ACTS AMOUNTING TO REPUDIATION OF CONTRACT—DAMAGES.

This was an appeal from a decision of Cozens-Hardy, J. (reported 48 W. R. 42). By an agreement dated the 11th of August, 1892, the plaintiff agreed to purchase from the defendant 5½ acres of land at Pitsea, in Essex, for £150. The purchase-money was to be payable by quarterly instalments of £9 3s. 4d. each, and interest at the rate of 3 per cent. on the principal remaining unpaid was to be paid with each instalment. On default of payment, the whole of the remaining instalments were to become due and payable, but the vendor agreed, on the application of the purchaser, that he would grant an extension of time at an increase of interest to be determined by both parties. The plaintiff was let into possession of the land under the agreement and cultivated it for some time, but did not make it pay. The plaintiff was generally in arrear with payment of the instalments, and from time to time the defendant allowed a postponement, interest being charged at the rate of 5 per cent. The last instalment paid by the plaintiff became due on the 24th of June, 1895, and was paid with interest on the 27th of August, 1895. This left only one instalment due, but from August, 1895, no further payment was made by the plaintiff to the defendant. There was considerable correspondence between the plaintiff and defendant. The defendant requested the plaintiff to pay, but did not in any letter express an intention of treating the contract at an end if default continued to be made. Towards the end of 1896 the plaintiff went away, and letters addressed to him by the defendant were returned to the defendant through the Dead Letter Office. Inquiries made by the defendant at former addresses and from the plaintiff's relations led to no result. The land was in a derelict state, and rates and tithe were unpaid. The land was not worth the total amount of instalments paid by the plaintiff. Under these circumstances the defendant took possession and advertised the property for sale, but not being able to effect a sale, on the 7th of March, 1898, he agreed to let the property to a Mr. Burns, with liberty to erect a house, and with the option to purchase at any time during the term. Burns erected a house, and was still in possession at the trial of the action. The plaintiff now reappeared, and on the 13th of June, 1898, he wrote to the defendant that he was prepared "to make the final instalment and settlement of the ground purchase." Correspondence took place, but nothing resulted from it, and on the 13th of July, 1898, the plaintiff commenced this action, claiming specific performance of the agreement of August, 1892, and damages instead of or in addition to specific performance, or alternatively damages for breach of contract and repayment of the purchase-money with interest. Cozens-Hardy, J., dismissed the action on the ground that the conduct of the plaintiff amounted

to a repudiation of the contract. The plaintiff appealed. On the hearing of the appeal it was admitted that the plaintiff was not entitled to specific performance, and the only question was whether he could recover damages. THE COURT (WEBSTER, M.R., and RIGBY and COLLINS, L.JJ.) allowed the appeal.

WEBSTER, M.R.—If I could come to the same conclusion on the facts as the learned judge in the court below, I should think his judgment right; but I cannot take the same view of the facts. I do not think on the facts that the learned judge was justified in coming to the conclusion that the purchaser has abandoned his contract. There is a long correspondence, and it is plain that the vendor never brought it to the mind of the purchaser so long as they were in communication, "If you do not pay this instalment, I shall treat this contract as void." Indeed, for eighteen months after default the defendant wrote to the plaintiff claiming payment of this last instalment, which only amounted to £10, on the basis of the contract. I cannot find any evidence of any intention on the part of the plaintiff to abandon his contract, or of any sufficient notice by the defendant to the plaintiff that if the last instalment were not paid within a specified time, the contract must be treated as at an end. I think we should be pressing the law very hard if we were to say that the plaintiff has forfeited his property by failing to pay a single instalment of less than £10. The defendant is not justified in the way he has dealt with the property, and he is liable in damages, which we are asked to assess, and we think justice will be done by awarding the plaintiff £125.

RIGBY and COLLINS, L.JJ., delivered judgments to the same effect.—COUNSEL, *Asbury, Q.C., and Greenwood; F. Thompson. SOLICITORS, Edwin, Son, & Edgley; Field, Rose, & Co., for J. H. Mitchell, Worthing.*

[Reported by J. L. STIRLING, Barrister-at-Law.]

Re DIXON. HEYNES v. DIXON. No. 2. 17th, 21st, 22nd, and 31st May.

HUSBAND AND WIFE—LOAN TO HUSBAND OF SEPARATE PROPERTY—BOND TO SECURE LOAN—BREACH OF CONDITION—INTEREST FROM DATE OF BREACH—DAMAGES—4 & 5 ANNE, c. 16, ss. 12, 13—STATUTE OF LIMITATIONS, 1833 (3 & 4 WILL. 4, c. 42, s. 5).

By a settlement dated the 1st of October, 1847, and made on the intended marriage (which was afterwards solemnized) of Thomas Dixon and Jane Heynes, certain real estate was conveyed to trustees upon trust for sale and for re-investment of the proceeds on real or personal security, and upon further trust to pay the income to the wife for life for her sole and separate use; and after her death to the husband for life; and after the death of the survivor upon certain ultimate trusts. It was also provided that no investment or change of investment should be made during the lives of Thomas Dixon and Jane Heynes, or the life of the survivor of them, without first obtaining his or her consent in writing. The said real estate was ultimately sold, and the proceeds thereof amounted to the sum of £1,928 odd. By a memorandum in writing dated the 12th of February, 1852, the said Jane Heynes authorized the trustees of the settlement to lend this sum of £1,928 to her husband, Thomas Dixon, upon his giving them a bond conditioned for repayment of the said sum with interest thereon at the rate of 4 per cent. per annum. The trustees accordingly lent the said sum to Thomas Dixon, and received from him in return a bond by which he bound himself, his heirs, executors, and administrators, in the penal sum of £3,856 odd, the condition of the bond being that the same should be void on payment to the trustees of the said sum of £1,928 with interest thereon at 4 per cent. per annum on the 13th of August then next. The said Thomas Dixon had never paid the said sum of £1,928 nor any interest thereon. The said Thomas Dixon and Jane Heynes lived together in amity till the latter's death in 1876. Thomas Dixon died in 1896, having appointed the defendants the executors of his will. The present action was commenced for the administration of the testator's estate by the present trustees of the settlement, and the plaintiffs claimed payment of the sum of £1,928 with interest thereon at the rate of 4 per cent. per annum from the date of the testator's death. BYRNE, J., decided at the trial of the action on the 8th of August, 1899, (1) that the bond to pay and to receive the interest being the same, no payment was necessary, and, therefore, that the Statute of Limitations did not run, and that the bond was still in existence; (2) "that interest is payable as interest and not as damages under a bond having a condition of defeasance to make void the same upon payment of a lesser sum at a day or place certain, even although no express mention of interest is made in the bond; and that there was no just reason for holding that the amount of interest recoverable was diminished by reason only of the bond being conditioned for payment of principal and interest up to or at a certain date." From this decision the defendants now appealed, and it was argued on their behalf (1) that on the condition of the bond being broken, the sum of £1,928 with interest thereon at 4 per cent. up to the 13th of August, 1852, became immediately recoverable, but that anything in the nature of interest after the 13th of August, 1852, was recoverable, if at all, only in the form of damages, for there was no provision in the bond for interest after that date: *Cooke v. Fowler* (L. R. 7 H. L. 27), *Cameron v. Smith* (2 B. & A. 305), *Re Roberts* (14 Ch. D. 49), *Foster v. Weston* (6 Bing. 700), *Hogan v. Page* (1 Bos. & P. 337); (2) that anyhow the claim was barred by the Statute of Limitations, *Stone v. Stone* (18 W. R. 925, L. R. 5 Ch. 74), *Mills v. Borthwick* (13 W. R. 707), *Re Haves* (41 W. R. 173), *Re Flamank* (40 Ch. D. 461), and similar cases, being all distinguishable; (3) that this was also a claim against the estate of a dead person, and the onus of shewing that the debt still subsisted was on the respondents: *Re Finch* (23 Ch. D. 267), *Re Hodgson* (41 Ch. D. 177), *Fladong v. Winter* (19 Ves. 196). The respondents, on the contrary, contended (1) that interest was recoverable as such even after the 13th of August, 1852: *Bonafous v. Rybot* (3 Burr. 1370), *Farquhar v. Morris* (7 T. R. 124), *Walters v. Meredith* (3 Y. & C. 264); (2) that the debt was not statute barred: *Caton v. Rideout* (1 Msc. & G. 599), *Corwell v. Franklinsky*

(12 W. R. 1072), *Spickernell v. Hotham* (2 W. R. 638, 1 Kay 669), *Sour v. Ashwell* (42 W. R. 165; 1893, 2 Q. B. 390), *Amos v. Smith* (1 H. & C. 238).

THE COURT (WEBSTER, M.R., RIGBY and COLLINS, L.JJ.) dismissed the appeal.

RIGBY, L.J.—As it has been argued that a bond within 4 & 5 Anne, c. 16, s. 13, does not carry interest properly so called, but that damages only can be recovered for non-payment of the secured sum, it may be worth while to state the grounds which shew such argument to have no foundation. The Court of Chancery gave relief in cases of penalty and forfeiture for non-payment of a fixed sum on a day certain, on the principle that the failure to pay on a certain day could be compensated sufficiently by payment of principal and interest with costs at a subsequent day. The explanation given by Maclesfield, L.C., in *Peachy v. Duke of Somerset* (1 Stra. 447, at p. 453) has always been received as correct. In *Reynolds v. Pitt* (19 Ves. 134) Eldon, L.C., states the same doctrine, though only after grave doubts which make his ultimate decision of all the more value. In the same case he mentions, as the earliest reported authority, the very remarkable case of *Cage v. Russell* (3 Vent. 352). Of course, as the payment of interest was due to the doctrine of the court, it was altogether unimportant whether or not interest was mentioned in the original contract. In the special case of a money bond with a penalty the court therefore held that the true intent of the penalty was to secure payment, with or without interest, of the principal money on the day fixed, and that non-payment was to be compensated for by payment at a subsequent day with interest down to the date of payment. This subsequent interest was therefore held to be due upon the bond, though not mentioned therein. It was, of course, necessary in a large class of cases, including all except those where the penalty was intended to secure a money payment only, to call in a jury to ascertain damages with a view to relief from forfeiture. Cases of this kind were very numerous—e.g., *Sloan v. Walter* (1 Bro. C. C. 418), and in this case the court directed an issue of *quantum damni factus*, and on the return of the issue relieved from forfeiture on payment of damages and costs. It might have been expected that anyone endeavouring to shew that damages only are recoverable for breach of an agreement to make a money payment would have produced some instance of an issue *quantum indemnificatus* directed in such case. But the authorities actually referred to are uniformly opposed to the contention. The statute 4 & 5 Anne, c. 16, ss. 12 and 13, recognized and confirmed the doctrine of the Court of Chancery in the case of bonds with a penalty, and thenceforth the doctrine became binding on the common law courts. Passing by the weighty and authoritative remarks of Mansfield, L.C., in *Bonafous v. Rybot*, we come to the case of *Farquhar v. Morris*, before Kenyon, C.J. The court, exercising the jurisdiction which, before the statute of Anne, had been exclusively vested in the Court of Chancery, made the precise order which the Court of Chancery would have made—i.e., they referred it to a master to compute principal, interest, and costs. In this case there was no mention of interest in the bond. In *Cameron v. Smith* and *Foster v. Weston* the court, in refusing a claim for interest, and not damages, expressly pointed out, as a reason for refusing the relief sought for, that the instruments there sued upon were not bonds. That seems to me to be equivalent to saying "It is notorious that in respect of a bond within the statute, interest is chargeable, but that is not the case here." In *Amos v. Smith* the court assumed as plain that on a bond within the statute interest was chargeable. I am unable to see the relevancy of the cases cited for the purpose of shewing that interest beyond the amount of the penalty is not recoverable. As to the second point, in *Amos v. Smith* it was held that receipts given by a wife, entitled for her separate use to the interest on a bond payable by her husband, were sufficient evidence of payment of interest on the bond to take the case out of the Statute of Limitations. Here the question is whether there is anything which a court of equity would hold to be equivalent to the receipts given by the wife in *Amos v. Smith*. Now, in equity, when a wife living in amity with her husband allows him to retain money which she might have insisted on having paid to her for her separate use, she is to be assumed to have given to him all arrears of income. *Caton v. Rideout* recognized this proposition. No presumption, however, of an agreement to give the husband future income arises. In this case the wife might, had she been so minded, have maintained by her next friend a suit against her husband and the trustees of the settlement to enforce payment to her of the interest on the bond. To such an action there would have been no defence. The appeal must be dismissed with costs.

WEBSTER, M.R., and COLLINS, L.J., delivered judgments to the same effect.—COUNSEL, *Levett, Q.C., and Baker; Haldane, Q.C., and Chris. James. SOLICITORS, Fallows & Rider; Thos. White & Sons.*

[Reported by J. E. MORRIS, Barrister-at-Law.]

High Court—Chancery Division.

MANCHESTER SHIP CANAL CO. v. MANCHESTER RACECOURSE CO. (LIM.) AND TRAFFORD PARK ESTATES (LIM.). Farwell, J. 29th and 30th May.

VENDOR AND PURCHASER—CONTRACT—"FIRST REFUSAL"—INJUNCTION.

Action for a declaration that the defendants the Manchester Racecourse Co. were not entitled to enter into a contract for the sale of the lands forming the Manchester Racecourse to the other defendants, and for an injunction to restrain them from carrying the agreement into effect. The racecourse lies upon the bank of the plaintiffs' canal, and adjoins the property of the defendants Trafford Park Estates (Limited). By a contract dated the 7th of March, 1893, which was entered into by the plaintiffs and the defendants the racecourse company for the purpose of compromising certain disputes between them, the racecourse company con-

tracted that "If and whenever the lands and hereditaments belonging to the racecourse company and now used as a racecourse shall cease to be used as a racecourse, or should the aforesaid lands and hereditaments be at any time proposed to be used for dock purposes, then and in either of such cases the racecourse company shall give to the canal company the first refusal of the aforesaid lands and hereditaments *en bloc*." This agreement was scheduled to the Manchester Ship Canal (Surplus Lands) Act, 1893 (56 & 57 Vict. c. lxxiii.). On the 10th of August, 1899, the racecourse company were informed of the plaintiffs' intention to apply to Parliament for power to acquire the racecourse for dock purposes, and as a result of negotiations which followed the racecourse company wrote to the plaintiffs and offered to sell the racecourse to them for £350,000 upon certain conditions, asking in the alternative what was the highest price which the plaintiffs were prepared to pay for the racecourse. The plaintiffs, in their reply, neither accepted this offer nor mentioned any other terms, and the racecourse company then declared that the negotiations were at an end, and that they considered themselves at liberty to deal with the property as they thought fit. On the 22nd of December, 1899, the racecourse company entered into an agreement with the Trafford Park Co. to sell to them the racecourse in question for £280,000; but this agreement was expressed to be made subject to the rights of the plaintiffs, and it provided that the racecourse company should have the option of acquiring a racecourse on the property of the Trafford Park Co. For the plaintiffs it was contended that the statute of 1893 had made the agreement of the 7th of March, 1893, valid and binding. The plaintiffs had under the agreement an interest in the land (*Willmott v. Barber*, 15 Ch. D. 96; *London and South-Western Railway Co. v. Gomm*, 20 Ch. D. 562) which consisted in their right to acquire at a reasonable price—that is, that offered by any other would-be purchaser. The defendants replied that the agreement was void for remoteness and uncertainty; that it was not proved that either of the conditions precedent to the arising of the right of first refusal had been fulfilled; that if they had, an offer of the first refusal had really been made; and whatever the rights of the plaintiffs were, the sale had been made subject to, and was therefore no infringement of, them.

FARWELL, J., after stating the facts, continued as follows: I have first to consider the effect of the Act of 1893. In form this makes the agreement valid and binding, but it has been argued that it merely gives the companies powers to enter into a contract, by providing them with a capacity which they had not before. This view seems to me to involve a *reductio ad absurdum*. The Legislature has power to do whatever it thinks fit, and I cannot hold that it would so stultify itself as to give persons power to make an agreement which would then be void. It has said in terms that it makes the agreement valid and binding. I adopt the view expressed by Jessel, M.R., in *Severn v. Maidstone and Tunbridge Railway Co. v. London, Chatham, and Dover Railway Co.* (11 Ch. D. 625), that the ordinary doctrine as regards remoteness is, that contracts shall not be held void if it is possible to make them mean something intelligible. There is here not merely an agreement, the performance of which might be waived by the parties, but a statutory obligation which might be enforced by the Attorney-General. I am, therefore, in the position that the Legislature has said that the agreement is valid and binding, and as such I have to construe it. No objection as regards perpetuities was raised to clause 3; and having regard to *London and South-Western Railway Co. v. Gomm*, the words must be construed so as to give an interest in the land as similar as possible to that given in that case. In that case it was a right to purchase at a fixed price; here it is a right to purchase at a price as high as, or higher than, that agreed to be paid by any other purchaser. There are two alternative conditions precedent stated in the contract for the arising of the right of purchase. The first of these is clearly not fulfilled; the second is, "if and whenever the land is proposed to be used for dock purposes." It has been argued that this means proposed by the racecourse company, its successors or assigns. But the clause is in general terms, and in my opinion the proposal may be that of the plaintiffs, and it is the fact that the plaintiffs do so propose to use the land, and consequently one of the conditions precedent is fulfilled. Then comes the question, What is meant by "first refusal"? To my mind a refusal implies an offer, and the offer contemplated by the agreement is an offer at a cash price which someone else is prepared to give. In my opinion no such offer has ever been made to the plaintiffs. The offer made by the Trafford Park Co. to the racecourse company was one which the plaintiffs could never have made. It has been argued that the court had nothing to do with the Trafford Park Co., but as the plaintiffs have an interest in the land the court has jurisdiction to interfere. I shall grant injunctions (1) to restrain the racecourse company from selling the racecourse to any person or company without first offering it to the plaintiffs at the same cash price as the intending purchaser is willing to give; and (2) to restrain the defendants from carrying out their present agreement until such an offer has been made.—COUNSELL, Moulton, Q.C., Eady, Q.C., and Leigh Clare; Warmington, Q.C., Hughes, Q.C., and A. L. Ellis; Upjohn, Q.C., and Stuart Smith. SOLICITORS, Grundy, Kershaw, Samson, & Co.; L. Widdrington Byrne, for Taylor, Kirkman, & Co., Manchester; Ashwell, Browning, & Tutin, for Ashwell & Tutin, Nottingham.

[Reported by J. F. ISLES, Barrister-at-Law.]

High Court—Queen's Bench Division.

DRIEFONTEIN CONSOLIDATED MINES (LIM.) v. JANSON. Mathew, J.
1st June.

INSURANCE—WAR—CAPTURE PREVIOUSLY TO DECLARATION OF WAR—SEIZURE BY A POWER OF PROPERTY OF ITS OWN SUBJECTS.

This was an action to recover a loss under an open policy of insurance on bullion at and from the plaintiff's mines near Johannesburg to the United

Kingdom. The policy, which contained the usual capture clause, was effected with the defendant and others, underwriters at Lloyd's. On the 2nd of October, 1899, gold which had been declared under the policy, and which was in course of transit by rail from Johannesburg to the Cape, was seized at Vereeniging by officials of the Transvaal Government, acting under orders. The plaintiffs alleged that the gold was lost through perils insured against—viz., by seizure or theft by the agents of the Transvaal Government. The defendants denied liability on the policy, for reasons which were thus formulated in the points of defence: "The plaintiffs are a limited liability company incorporated according to the laws of, and domiciled within the territories of, the present South African Republic, and are alien enemies of her Majesty, and the loss, if by any peril insured against, was by an arrest, restraint or detention by the government of the present South African Republic, incidental to actual or expected hostilities against her Majesty, and made for a purpose connected therewith—namely, to supply the said government with funds with which to levy war upon her Majesty as they were then purposing, and shortly afterwards proceeded to do, whereby the plaintiffs claim herein for an indemnity which is contrary to public policy, and is altogether barred, and cannot be maintained." It was agreed that for the purposes of the action the Blue Books issued by the government of this country were to be treated as containing all the material evidence, and also that the case was to be dealt with as if the action had been brought after the conclusion of the war.

MATHEW, J., in the course of a considered judgment, said that the Transvaal Government had issued an ultimatum to this country on the 9th of October announcing that if certain demands were not complied with, the conduct of the British Government would be treated as a declaration of war on the 11th of October. It was said on behalf of the defendant that the Transvaal Government were on the 2nd of October resolved to go to war, and that the seizure of the gold on that day was made with the object of obtaining the means of prosecuting the war effectively; that the seizure was therefore like an attack actually made by a belligerent upon enemy's territory. His lordship was clear that there was no state of war on the 2nd of October (see Hall's International Law (4th ed.), p. 63), and there was no evidence of the existence on the 2nd of October of an intention to settle the dispute by force, and in these circumstances the seizure was not a hostile act. Then it was argued that the proclamation of war on the 11th of October dated back to the seizure on the 2nd of October, with the same result as if the seizure had been made after war had been declared. In support of this contention, *The Herstelder* (1 C. Rob. 113) and *The Boodes Lust* (5 C. Rob. 233) were cited. The case was said to resemble that of an embargo laid on alien ships followed by a declaration of war, in which case the embargo would become a capture. There was, however, no analogy between the two cases. In an embargo the property remained in the owner's hands, but here the gold was taken from the plaintiffs' control by seizure *in invitum*. The authorities cited related to the acts of a belligerent, and threw no light on this case, where the seizure was by the Transvaal Government of the property of its own subjects. There was no authority for the supposed doctrine of the relation back from the date of the declaration of war to the date of the seizure. There was a further ground of defence raised, that even if the original seizure was not an act of war, and that a right of action arose as soon as the capture was made, the subsequent war extinguished the liability of the underwriters. The principle contended for was that any contract which operated to protect the enemy's property from the calamities of war was against public policy and illegal, and in support of the principle the following cases were cited: *Furtado v. Rogers* (3 B. & P. 191), *Kellner v. Le Mesurier* (4 East 396), *Gamba v. Le Mesurier* (ibid., 407), *Brandon v. Curling* (ibid., 409), *Duer on Insurance*, vol. 1, p. 414. No doubt it was the law that insurances on ships by English underwriters against English capture was illegal. On the grounds stated in the earlier cases, to permit such insurances would obviously be repugnant to the interests of the state. Capture was intended to defeat and weaken the resources of the enemy, and the contract of indemnity would frustrate that purpose. It was contended that this principle should be extended to include the present case, and that an exception should be written into this policy—viz., the exception of capture by a belligerent government of the property of its own subjects. There was no authority for that contention, and it was obvious that it could not arise when the war was over, on which footing this case was to be treated. The supposed principle would wholly override the well-known rule of law that when both the contract of indemnity was entered into and the loss occurred before the commencement of hostilities the declaration of war only suspended the remedy while the war lasted: *Finlay v. Waters* (15 East 260), *Aleious v. Nigren* (4 E. & B. 217), *Duer on Insurance*, vol. 1, p. 434. All the grounds of defence therefore failed. With regard to a point raised by the plaintiffs, that the plaintiff company was not an alien enemy on the ground that the majority of the shareholders were not Transvaal subjects, his lordship held that the company, being incorporated under the Transvaal law, must be treated as a Transvaal subject, and it was clear from the decision of Story, J., in *Society for the Propagation of the Gospel v. Wheeler* (2 Gall. 104), that a company might be treated as an alien enemy. Judgment for the plaintiffs.—COUNSELL, Lawson Walton, Q.C., Carver, Q.C., and Seritton; Joseph Walton, Q.C., Lord Robert Cecil, Q.C., and J. A. Hamilton. SOLICITORS, W. A. Crump & Son; Waltons, Johnson, Bibb, & Wharton. [Reported by F. O. ROBINSON, Barrister-at-Law.]

HAWKINS AND OTHERS v. GOOD AND OTHERS, JUSTICES OF THE BOROUGH OF BRIDGWATER. Div. Court. 22nd May.

LICENSING—RENEWAL—GENERAL ANNUAL LICENSING MEETING—PROCEDINGS WHERE NO NOTICE OF OPPOSITION—OBJECTION MADE AT GENERAL ANNUAL LICENSING MEETING—LICENSING ACT, 1872 (35 & 36 VICT. C. 94), s. 42.

This was a case stated by the justices of the county of Somerset in

quarter sessions. It involved a question under section 42 of the Licensing Act, 1872, which provides as follows: "Where a licensed person applies for the renewal of his licence the following provisions shall have effect: (1) He need not attend in person at the general annual licensing meeting unless he is required by the licensing justices so to attend; (2) the justices shall not entertain any objection to the renewal of such licence, or take any evidence with respect to the renewal thereof, unless written notice of an intention to oppose the renewal of such licence has been served on such holder not less than seven days before the commencement of the general annual licensing meeting; provided that the licensing justices may, notwithstanding that no notice has been given, on an objection being made, adjourn the granting of any licence to a future day, and require the attendance of the holder of the licence on such day, when the case will be heard and the objection considered, as if the notice hereinbefore prescribed had been given."

Section 26 of the Licensing Act, 1874, provides *inter alia* as follows: "A notice of an intention to oppose the renewal of a licence served under section 42 of the principal Act shall not be valid unless it states in general terms the grounds on which the renewal of such licence is to be opposed." The appellant Hawkins was the tenant of a beerhouse known as "The Mariners' Compass," in Bridgwater, which was licensed as such prior to the 1st of May, 1869, for consumption on the premises. Prior to the general annual licensing meeting for Bridgwater of 1899, which was held on the 28th of August, no notice of objection to the renewal of the licence of the beerhouse had been served on the appellant and he did not attend the meeting, nor was he requested to do so. At the meeting the head constable for Bridgwater presented his annual report (which was read in open court) as to offences committed by licensed victuallers in and about licensed premises during the year. In the report was the following passage: "It is my pleasure to report a decrease in the charges of drunkenness during the year, and also that the licensed houses generally have been well conducted, but I respectfully ask that the renewal of the licence of the Mariners' Compass beerhouse, Saint Mary-street, may be withheld until the adjourned meeting." No objection to the renewal was in fact then made, and no ground of objection then stated. The justices thereupon directed the matter to stand over until the 25th of September following. On the 7th of September, 1899, two summonses were issued against Hawkins, the one for permitting his licensed premises to be the resort of prostitutes on the 26th of August, 1899, and the other for permitting the licensed premises to be a brothel on the 2nd of September, 1899. The fact that the justices had directed the matter to stand over was personally brought to Hawkins' notice a day or two after the 28th of August, 1899, and he was at the same time told that the charges contained in the summonses would be preferred against him. Hawkins was convicted on the first of the two summonses on the 18th of September, and the conviction was ordered to be endorsed on the licence. The second summons was withdrawn. On the 21st of September the justices served on Hawkins a notice requiring him to attend at the adjourned annual licensing meeting if he intended to apply for the renewal of his licence. At the adjourned annual licensing meeting the head constable objected to the renewal of the licence, and Hawkins, who attended with his solicitor, objected that the justices had no jurisdiction to entertain any objection to the renewal on the ground (1) that no notice in writing of objection to the renewal or of intention to oppose the renewal had been served upon him as required by section 42 of the Act of 1872; (2) that no notice in writing of the grounds of objection had been served upon him as required by section 26 of the Licensing Act of 1874, taken in conjunction with the previous Act; and (3) that no objection to the renewal of the licence was made at the general annual licensing meeting on the 28th of August within the meaning of the proviso of section 42 (2) of the first mentioned Act. The justices overruled Hawkins' objection, and having heard the evidence, refused to renew the licence. The appellants appealed to the quarter sessions, who dismissed the appeal subject to this case, the question for the opinion of the court being whether the request of the head constable that the renewal of the licence should be postponed was an objection within the proviso of section 42 (2) of the Licensing Act, which, coupled with the notice to Hawkins to attend at the adjourned meeting, conferred jurisdiction on the justices to hear the objection at the adjourned meeting without other notice of objection or of the grounds of objection. It was contended on behalf of the appellants that no objection was made at the general annual licensing meeting, and that such an objection was a condition precedent to the operation of the proviso. *Reg. v. Justices of Merthyr Tydvil* (14 Q. B. D. 584) was referred to.

The Court (Ridley and Bigham, JJ.) dismissed the appeal. RIDLEY, J., said that he had come to the conclusion that an objection was made at the general annual licensing meeting within the meaning of the proviso of section 42 (2) of the Licensing Act, 1872. No formal objection was made in the sense that someone got up and said, "I object to the renewal of this licence"; but, upon the head constable requesting the justices to postpone the granting of the licence, they treated that as an objection, and, acting under the section, they adjourned the granting of the licence. That was the way, too, in which the head constable regarded the matter, though he had not then made up his mind as to the course he should adopt, because he was waiting for the result of the proceedings about to be taken against Hawkins. The correct view, therefore, of what took place was that an objection was duly made, and, the rest of the proceedings being in order, they must hold that the Act had been complied with, and the justices had jurisdiction to hear the objection.

BIGHAM, J., said that in his opinion an objection was made before the justices at the general annual licensing meeting. The effect of what the head constable did was to object to that being done on that day which could otherwise have been done—that is to say, the granting of a renewal of the licence. What was that but an objection? Further, the justices treated it as an objection, for they did that which had to be done if an

objection was made. They adjourned the granting of the licence, and required the attendance of the applicant at the adjourned meeting. This they did in order that they might comply with section 42. They would fritter away the provisions of the Act if they were to hold that this was not an objection. It was intended to be such, and was acted on by the justices as such.—COUNSEL, *Foster, Q.C., F. E. Weatherley, and Haythorne Reed; Duke, Q.C., and D. Metcalfe.* SOLICITORS, *Prideaux & Sons, for Charles E. Hagon, Bridgwater; Prior, Church, & Adams, for W. Brice, Bridgwater.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

SHERARD v. GASCOIGNE. Div. Court. 30th May.

GROUND GAME—AGREEMENT BY OCCUPIER NOT TO KILL—VALIDITY—GROUND GAME ACT, 1880 (43 & 44 VICT. C. 47) s. 3.

This case was referred to the court to decide a preliminary point of law raised upon the pleadings. The statement of claim alleged that in January, 1895, the plaintiff became, and had since continued to be, the tenant to the defendant of two farms in Yorkshire; that during the negotiations for the tenancy the defendant's agent represented to the plaintiff that the defendant was devoted to shooting, and, with a view to induce the plaintiff to leave the ground game on the farms unshot and undisturbed for the defendant's benefit, the agent, in the defendant's behalf, promised that in the event of the plaintiff so doing, the defendant would compensate the plaintiff for all damage done to the plaintiff's crops by the ground game; that the plaintiff was induced by the said promise to accept the tenancy, and during the year 1898, in reliance upon and induced by the said promise, allowed the ground game on the farms to go unshot and undisturbed for the benefit of the defendant, who ultimately shot over the farms; and that the growing crops of the plaintiff were damaged by the ground game. The defendant pleaded that the agreement alleged in the statement of claim, if made, was void by virtue of section 3 of the Ground Game Act, 1880. This was the preliminary point of law to be decided. Section 1 of the Ground Game Act, 1880, declares that "every occupier of land shall have as incident to and inseparable from his occupation of the land the right to kill and take ground game thereon, concurrently with any other person who may be entitled to kill and take ground game on the same land," and section 3 provides that "every agreement, condition, or arrangement which purports to divest or alienate the right of the occupier as declared, given, and reserved to him by this Act, or which gives to such occupier any advantage in consideration of his forbearing to exercise such right, or imposes upon him any disadvantage in consequence of his exercising such right, shall be void." In support of the defendant's plea *Anderson v. Peary* (1899, 2 Q. B. 437) was cited. On behalf of the plaintiff it was contended that the agreement was divisible, and that that part of it by which the defendant undertook to compensate the plaintiff for damage done to his crops was good.

THE COURT (DARLING and BUCKNILL, JJ.) gave judgment for the defendant and dismissed the action.

DARLING, J., said that the alleged agreement was one which purported to alienate the right of the occupier to kill and take the ground game, and it also purported to give him an advantage in consideration of his forbearing to exercise that right. It came within the words of the Act, and the whole agreement was, therefore, absolutely void.

BUCKNILL, J., concurred.—COUNSEL, *Scott Fox, Q.C., and H. T. Kemp; Macaskie and C. Walsh.* SOLICITORS, *Williamson & Son, for Perkin & Perkin, York; Vincent & Vincent, for North & Sons, Leeds.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

* * In the report last week (*ante*, p. 502) of *Born v. Turner*, it should have been stated that Mr. Alfred Slater, of No. 70, Finsbury-pavement, London, was solicitor for the defendants in the action and in the third party proceedings. In the Honours List in the same issue Mr. Slater is described as "of Leeds," following, we believe, the official list forwarded to us. Mr. Slater does not practise at Leeds.

NEW ORDERS, &c.

LONDON GOVERNMENT ACT, 1899.

Privy Council Office, Whitehall, May 15, 1900.

Notice is hereby given that Her Majesty in Council was this day pleased to approve of the following Orders which have been made under the provisions of the above-mentioned Act: (I) Orders constituting the metropolitan boroughs respectively of Battersea, Bermondsey, Bethnal Green, Camberwell, Chelsea, Deptford, Finsbury, Fulham, Greenwich, Hackney, Hammersmith, Hampstead, Holborn, Islington, Kensington, Lambeth, Lewisham, Paddington, Poplar, St. Marylebone, St. Pancras, Shoreditch, Southwark, Stepney, Stoke Newington, Wandsworth, Westminster, Woolwich. (2) Orders fixing the number and boundaries of the wards, and the number of councillors assigned thereto, of the metropolitan boroughs respectively of Bermondsey, Bethnal Green, Camberwell, Chelsea, Deptford, Fulham, Greenwich, Hammersmith, Hampstead, Islington, Kensington, Lambeth, Poplar, St. Marylebone, St. Pancras, Shoreditch, Southwark, Wandsworth. (3) Orders dealing with detached parts of parishes entitled (I.) the London (St. George, Hanover-square, Detached) Order in Council, 1900; (II.) the London (Chelsea Detached) Order in Council, 1900; (III.) the London (Clerkenwell Detached) Order in Council, 1900; (IV.) the London (St. Andrew, Holborn, and St. Martin-in-the-Fields Detached) Order in Council, 1900; (V.) the London (Clapham Detached) Order in Council, 1900; (VI.) the London (Mitcham Detached)

Order in Council, 1900; (VII.) the London (Putney Detached) Order in Council, 1900; (VIII.) the London (Streatham Detached) Order in Council, 1900; and (4) two orders entitled the London (Penge) Order in Council, 1900, and the London (South Hornsey) Order in Council, 1900. Copies of any of the above-mentioned Orders in Council can be obtained, on payment, at Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C. (*London Gazette*, June 5, 1900).

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

The annual meeting of the Law Students' Debating Society was held at the Law Institution, Chancery-lane, on the 8th of May, 1900. Mr. W. Arnold Jolly in the chair, when the following members were elected officers for the ensuing session—viz., Treasurer, Mr. W. Arnold Jolly; joint secretaries, Mr. E. T. Close and Mr. Frank H. Stevens; reporter, Mr. J. D. A. Johnson; committee, Messrs. G. H. Daniell, A. H. H. Richardson, William V. Ball, and R. P. Johnson.

All communications for the secretaries should be addressed to Mr. Frank H. Stevens, 7, King-street, Cheapside, E.C.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. CHARLES ST. CLARE BEDFORD, the Chapter Clerk of Westminster Abbey, at the age of ninety years. Mr. Bedford was admitted in 1833, and was, therefore, one of the fathers of the profession. He was coroner for the City and Liberties of Westminster, and had for forty-six years held the office of Chapter Clerk to the Dean and Chapter of Westminster.

APPOINTMENTS.

Mr. SAMUEL BROWNLOW GRAY, C.M.G., barrister-at-law (Attorney-General), has been appointed Chief Justice of the Bermudas or Somers' Islands.

Mr. REGINALD GRAY, barrister-at-law, has been appointed Attorney-General of the Bermudas or Somers' Islands.

GENERAL.

We understand that Mr. Harvey Clifton, of 4, New-court, Lincoln's-inn, is likely to become a candidate for a seat on the Council of the Incorporated Law Society.

For the proposed new lord to represent Canada in the Privy Council Court, says the *St. James's Gazette*, the names so far mentioned are Chief Justice Strong, of the Supreme Court; Mr. David Mills, Minister of Justice; and Mr. Fitzpatrick, the Solicitor-General.

A correspondent writes: "There is a rumour as to building supplementary courts on the space opposite the new Bankruptcy Court. Whether it is necessary or not, the building must spoil the other buildings more or less. Should not a skeleton structure be put up first, so that people may see what is proposed?"

A prolix and pompous Missouri lawyer, defending a negro, was, says the *American Journal Case and Comment*, selecting a jury of white men. He had asked numberless needless questions when the judge said: "Come, now, Mr. C——, you will be examining the jurors' teeth next. Hurry along. Let's get through with this nonsense." "Well," said the lawyer, "just one more general question. Are any of you in any way related to the defendant at the bar?"

The gown question has been of late settled in New York in favour of the judges wearing black silk gowns, but it is, says the *Albany Law Journal*, still under discussion in New Jersey. The wearing of court regalia was abolished in that State in 1791, the minutes of the Supreme Court shewing that on the 11th of May of that year the councillors of the court presented a formal petition "that inasmuch as the wearing of bands and bar gowns is found to be troublesome and inconvenient, and also deemed by your petitioners altogether useless, the rule of this court made for that purpose may be vacated." The rule was ordered vacated, and since then republican simplicity has been the order of the day in the courts of New Jersey. But, although the New Jersey judges are reported to be almost unanimous in their opposition to the revival of gowns, the New Jersey bar, headed by the Attorney-General, who is president of the State Bar Association, seems to be in favour of the adoption of gowns by the bench, and the probability is that the judges will ultimately be persuaded to acquiesce.

The probate and matrimonial causes set down for trial during the Trinity Sittings will be taken in the following order:—Undefended matrimonial causes will be taken on Tuesday, the 12th of June, and Wednesday, the 13th of June, and each Monday during the sittings after motions. Common jury causes will be taken on and after Thursday, the 14th of June. Probate and matrimonial common jury causes will form one list, and be taken in the order in which they are set down. Probate and defenced matrimonial causes for hearing before the court itself will be taken after the common juries are finished and may also be taken in Court II. after the 18th of June, when Admiralty cases are not appointed to be heard. Probate and defenced matrimonial causes will form one list and be taken in the order in which they are set down. Special jury causes will

be taken on and after Wednesday, the 4th of July. Probate and matrimonial special jury causes will form one list and be taken in the order in which they are set down. A Divisional Court will sit on Tuesday, the 3rd of July. Motions and summonses.—Motions will be heard in court at 11 o'clock on Monday, the 18th of June, and on each succeeding Monday during the sittings, and summonses before the judge will be heard at half-past 10 o'clock on Saturday, the 16th of June, and on each succeeding Saturday during the sittings. Summonses before the registrars will be heard at the Probate Registry, Somerset House, on each Tuesday and Friday during the sittings at half-past 11 o'clock. All papers for motions on Mondays must be left in the contentious department of the Principal Probate Registry at Somerset-house before 2 o'clock p.m. on the preceding Wednesday.

The correspondence in the *Times* with regard to solicitors and finance continues. Mr. W. D. Freshfield, writing on the 1st inst., points out that Sir George Lewis's proposal that the Incorporated Law Society shall undertake the prosecution of criminal solicitors is attended with great difficulty. "A prosecution, or a series of prosecutions, such as Sir George shadows out and appears to advocate will be much more costly than would be gathered from his letter to the *Times* of the 28th. The Incorporated Law Society have not the funds to do this. They certainly could not ask their 8,000 members to supply funds to be applied in the prosecution of the defaulting members of the whole profession, whether members of the society or not. This is clearly work which should be done by a Public Prosecutor. If it were thought right that solicitors should be taxed to provide the necessary funds the annual duty paid by solicitors to Government on their certificates might be increased. This would have to be done by Government; for I cannot suppose that the whole body of solicitors would allow the Incorporated Law Society, or any other private body, to levy a tax, the proceeds of which would be applied to doing that which the law of England imposes on the executive Government, and which is supposed to be provided for in the general taxation. The Incorporated Law Society have never been slack to do their duty in purifying their own body, when the law has done its duty; but the Incorporated Law Society is not a department of the Government, nor is it a Public Prosecutor, and if the Government wish it to accept that position it must say so and make the proper provisions." To this Sir George Lewis rejoins in a long letter dated the 5th inst., in which he says: "I do not propose to argue with Mr. Freshfield the question as to whether members of the society would contribute to a fund to prosecute defaulting solicitors. He thinks they would not. I do not agree with him; but on the question of expense I should like to call his attention to the Law Society's last balance-sheet. The income is £35,818, and a credit balance is shewn on the account of £573 10s. 5d. There appear, however, two items of expenditure under the headings—new drainage, £4,221 12s. 1d., installation of electric light, £1,214 6s. 2d.—a total of £5,435 18s. 3d. I am entitled to assume that these items will not recur, and that the balance in other years will be in all probability £5,000 or thereabouts, a sum far in excess of what would be necessary to meet the expense of prosecutions." Sir George adds two further suggestions as a safeguard against dishonest solicitors. "At present when property is sold the purchaser entrusts the money to his solicitor, who pays it over on completion to the solicitor to the vendor. Very often this money is left by the vendor in his solicitor's hands for investment. I would suggest that in such cases the money should not pass through the hands of either solicitor but the price should be paid by a banker's draft drawn in favour of the vendor's banker, at whose banking-house the purchase should be completed. My other suggestion is that when a trustee or executor has trust funds to invest there is no necessity for the payment for the securities to be made through the solicitor; but, if only the simple method were adopted of directing the banker to purchase the securities and only pay against their delivery, all possibility of loss in such cases would disappear."

NOTTINGHAM CORPORATION THREE PER CENTS.—The Bank of England is authorized to receive applications at 96 per cent. for an issue of £504,000 Three per Cent. Redeemable Stock of the Nottingham Corporation. The loan is required to discharge present and prospective indebtedness for tramways, waterworks, and town improvements. Interest will be payable half-yearly at the Bank of England on the 1st of May and the 1st of November, and the stock will be redeemed at par in 1960, or at the option of the Corporation, on and after 1920, unless previously cancelled by agreement.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.	Mr. Justice KEEWICK.
Monday, June11	Mr. Jackson	Mr. Greswell	Mr. Pugh
Tuesday12	Pemberton	Church	Beal
Wednesday13	Jackson	Greswell	Pugh
Thursday14	Pemberton	Church	Beal
Friday15	Jackson	Greswell	Pugh
Saturday16	Pemberton	Church	Beal

Date.	Mr. Justice BYRNE.	Mr. Justice COLEMAN-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, June11	Mr. Lavie	Mr. Farmer	Mr. Godfrey	Mr. Leach
Tuesday12	Carrington	King	Leach	Godfrey
Wednesday13	Lavie	Farmer	Godfrey	King
Thursday14	Carrington	King	Leach	Farmer
Friday15	Lavie	Farmer	Godfrey	Church
Saturday16	Carrington	King	Leach	Greswell

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1900.

A to F—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Lord Dunboyne; Tuesdays, Thursdays, and Saturdays, Master Macdonell until July 21 inclusive, after that date Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

A to F—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No. 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—From the commencement of the sittings until the 21st of July inclusive, all applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before the masters of the Division.

O to Z—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 12.—Messrs. DAVID BURNETT & Co., at the Mart:—Wood Green: Freehold Ground-rents amounting to £90 per annum, secured upon 12 Houses. Solicitors, Messrs. Bramall, White, & Sanders, London.—North Chesham, Surrey: Freehold Estate of 81 acres, half of which is well adapted for building purposes, and the remainder for brick-making, 11½ miles from London. Solicitors, Messrs. Willett & Sandford, London.—Bond-street, W.: Commanding Business Premises, 27 and 29, Brook-street; let at rentals amounting to £985 per annum; held from the Corporation of the City of London. Solicitor, H. S. Holt, Esq., London.—Lewisham: Freehold Ground-rents amounting to £15 per annum. Solicitors, Messrs. Reep, Lane, & Co., London.—Rutland-gate, Knightsbridge: Freehold Building Land, comprising the site of Stratheden House, having a frontage to the main Kensington-road of 128 ft. 6 in., and a side frontage to Rutland-gate of 366 ft. 6 in., comprising an area of nearly one acre, adapted for the erection of an hotel or large blocks of residential flats. Solicitors, Messrs. Beldon & Aikroyd, Bradford, or Messrs. Wynne, Baxter, & Keeble, London. (See advertisement, June 2, p. 508.)

June 13.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2:—Camberwell: Freehold House, let at 12s.; Four Leasehold Houses, let at 12s. and 12s. 6d. per week each. Solicitors, Messrs. Courtenay, Croome, Son, & French, London.—Sydenham (with possession): Residence, close to London, Brighton, and South Coast Railway Station; rental value £90. Solicitors, Messrs. Burgess, Cozens, & Co., London.—Forest Hill: Two Residences; rental value £100 and £55. Solicitors, Messrs. Marshall & Co., London.—Forest Hill: Freehold Ground-rents, amounting to £77 per annum, secured upon seven residences. Solicitors, Messrs. Gustavus Thompson & Co., London.—Clapham: No. 4, Carlton-mansions; let at £125. Also Detached Corner Residence; rental value £70.—Fulham: Corner Shop and Dwelling-house; rent, £30.—Brixton: Shop, 118, Acre-lane; let at £35.—Earlsfield: Corner Shop; let at £60. Also Weekly House, producing £38 8s.—West Norwood: Five Villas; let at £30 per annum each. Solicitors, Messrs. Cornelli, Mossop, & Berney, London.—Two Policies of Assurance, for £400 and £1,080; lady aged 70 years.—Horley, Surrey: Freehold Property, Tanner's Farm, Balcombe-road, comprising a two-storied house, stabling, and out-buildings, covering in all an area of about 2½ acres. Solicitor, Alfred Withers, London. (See advertisement, June 2, p. 3.)

RESULT OF SALE.

SALE OF REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual bi-monthly sale (No. 663) of these interest at the Mart, E.C., on the 7th inst., some of the results being as follows:

REVERSIONS:

Absolute to £3,000, being a First Charge on a Trust Fund of ample value; life 65	£	8-12	1,375
Absolute to £4,888 London and North-Western Railway Co. 4 per Cent. Preference Stock; life 71	£		4,650
LIFE POLICY for £5,000 in the Law Life; life 60	£		3,600

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AGAMENON, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Caryl Baker, 1, Gresham bldgs, Basinghall st

BRITISH PETROLITE AND FUEL CO. LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and particulars of their debts or claims, to J. Montagu Pates, 57, Moorgate st. Blagood, Moorgate st bldgs, solor for liquidator

BRITISH STEEL BALL SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to A. R. Lancaster, 71, Temple row, Birmingham. Whitlock, Birmingham, solor to liquidator.

COLONIAL DEVELOPMENT CORPORATION, LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to H. T. Hallamora, 11, Clements st

CORNAUGHT GRANITE QUARRIES, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Percy Mason, 64, Gresham st. Kisch & Co. 2, Barbican, solors for liquidator

EMOND CYCLE SADDLERY CO., LIMITED—Peta for winding up, presented May 22, directed to be heard June 13. Booth & Smees, Norfolk House, Victoria Embankment, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 12

GUARANTEE AND GENERAL TRADING CORPORATION, LIMITED—Peta for winding up, presented May 29, directed to be heard on June 13. Ward & Co, 7, King st, Chancery, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 12

KRONTHAL CO., LIMITED—Peta for winding up, presented May 25, directed to be heard on June 13. Upton & Co, 14, Austinfranks, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 12

MURIEDAS MINING CO. LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Ferguson Miller, Buryo-in-Furness

NEW SOUTH WALES GOLD FIELDS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to James Stewart, Winchester House, Old Broad st. Burn & Berridge, 11, Old Broad st, solors for liquidator

NOTTINGHAM CABINET MAKERS' GUILD CO-OPERATIVE PRODUCTIVE SOCIETY, LIMITED—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to John Jones Morris, 20, Fletcher gate, Nottingham

SOUTHERN STATES GOLD FIELDS DEVELOPMENT CO. LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to H. H. Montague Smith, 28, Victoria st, Westminster

STEAMSHIP "PLANET MERCURY" CO. LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Ralph Watts Leyland, 19 and 20, Exchange bldgs, Liverpool. Hill & Co, Liverpool, solors to liquidator

T. C. TURNER & CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Stanley Howard Bercy, 41, Coleman st

WALKERS BOLTON BREWERY CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick Cooper, 12, Bowker's row, Bolton. Walker, Bolton, solor to liquidator

WINTKIN & WILCOX, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to A. Duncan Barber, Alliance-chambers, George-st, Sheffield

YORKSHIRE SYNDICATE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and particulars of their debts or claims, to Herbert George Rastall, 124, Chancery-lane

UNLIMITED IN CHANCERY.

CORK COMPANY—Peta for winding up, presented May 28, directed to be heard June 13. C. J. Parker, Monument sq chambers, solor for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 12

London Gazette.—TUESDAY, June 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH, COLONIAL, AND FOREIGN SECURITIES CORPORATION, LIMITED—Peta for winding up, presented June 1, directed to be heard on June 13. Simpson & Co, 27, King st, Chancery, for Simpson & Simpson, Leeds, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 12

NATIONAL TRADING CORPORATION, LIMITED—Peta for winding up, presented May 31, directed to be heard on June 13. Beyfus & Beyfus, 69, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of June 12

WIRRAL TRAMWAY CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Lee & Hassal, 6, Lord st, Liverpool

FRIENDLY SOCIETIES DISSOLVED.

BELVOIR 23 LOAN CLUB, 15, Kirby st, Nottingham. May 28
BRISTOL WORKING MEN'S CLUB AND INSTITUTE, Club, Bristol, Kent. May 28
CLOWIN BENEFIT SOCIETY, Clowin Arms Inn, Postwily, Llandysul, Carmarthen.

GRANGEY'S LOAN SOCIETY, LIMITED, Old Wine Vaults, Bleanon Derby. May 28
MANCHESTER EAST GRAVE'S PROVIDENT ASSOCIATION OF THE NATIONAL INDEPENDENT ORDER OF ODDFELLOWS, Prince's Hot-L, John Dalton st, Manchester. May 29

ST. SAUVOUR'S FRIENDLY BENEFIT SOCIETY, St. Saviour's School, Downing st, Everton, Liverpool. May 28

TRUE BLUE LODGE 196 GRAND PROTESTANT ASSOCIATION OF LOYAL ORANGEMEN'S FRIENDLY SOCIETY, Swan Hotel, Haslingden, Manchester. May 30

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

TO SOLICITORS, REAL ESTATE OWNERS, AND REPRESENTATIVES.—We obtain Best Prices for all Quantities of Second-hand and Defective Rails, Scrap Iron, Old Plant, &c. We undertake to SELL for Clients, at a moderate commission, or to Purchase outright where necessary, all Iron, Steel, and Heavy Goods, Castings, &c. Highest references. Write or wire—MORDAUNT LAWSON & Co., Workington, Cumberland (Telegrams: Mordaunt, Workington; Telephone: No. 9), and Branches at Belfast, Birmingham, Carlisle, London, Liverpool, and Middlesbrough.—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 11.

CLARK, JOHN SHERIFF, Westbourne House, Surbiton, Surrey July 14 Whitfield v Clark, Keckwich, J. Dean, Clement's inn, Strand
VINCENT, WILLIAM, Sunderland, Musical Instrument Dealer June 6 Todd v Vincent, Registrar, Durham Allison, Sunderland

London Gazette.—FRIDAY, May 18.

LUMLEY, JOHN RUTHERFORD, Clyde st, Redcliffe sq June 19 Brooker v Lumley, Stirling, J. Lumley & Lumley, Old Jewry chmbrs

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 20.

ADVT. ROBERT BURLTON, Lieut. R.N. June 30 Lowe & Co, Temple gds, Temple
ARCHDALE, GEORGE FRANCIS, King's Lynn, Norfolk June 30 Ward, King's Lynn
HARRIS, WILLIAM, Dalton in Furness, Builder June 25 Butler, Broughton in Furness
BREWER, HANNAH, West Kilburn June 30 Varlow & Fuller, Church c, Clement's in
BAIDSON, WILLIAM PAUL, Guernsey June 11 Broadbent & Hebble, Bolton
BROWN, CHARLES THOMAS, Barkin, Essex, Plumber June 30 Twyford, Moorgate st
COOPER, CHARLOTTE ELIZABETH, Colchester July 3 Jones, High Wycombe
CROSS, JOHN HENRY, Emsenden, Rutland, Farmer July 3 Aster, Stamford, Lincs
DANIELS, JANE, Brixton July 6 Paterson & Co, Lido's inn dchls
DAVIS, ALBERT, St. Martin's in July 28 Clapham & Co, Devonshire sq
DEARY, WILLIAM, Hildesheim, Suffolk June 27 Jones & Sons, Ipswich
ELLIS, WARREN WILLIAM, Brantwood, Essex June 24 Hume, Brantwood
EVANS, MARIA, Almondsbury, Glos June 30 Crossman & Co, Thornbury R.S.O, Glos

GALE, ROBERT, Killinghall, York July 5 Peach & Titley, Harrogate
 GLOVER, JOHN HALL, Leeds June 25 Harrison & Sons, Leeds
 GLOVER, Rev JOSEPHUS, Bournemouth July 5 Pilley & Mitchell, Bedford row
 GOBBY, CHARLES EDWARD, Farningdon rd, Undertaker June 25 Carter, Chancery in
 GOODWIN, HARRIET, Ipswich June 14 Marshall, Ipswich
 HAMPSON, HANNAH, Doncaster June 29 Atkinson & Sons, Doncaster
 HANLEY, FRANCES, Birkdale, Southport July 2 Wiles & Thompson, Rochdale
 HANLEY, JOSEPH, Birkdale, Southport July 2 Wiles & Thompson, Rochdale
 HARRISON, FREDERICK, Bradford, York, Commission Woolcomber June 30 Vint & Co,
 Bradford
 HEAP, MARY REDCOCK, Hollingworth, Chester June 29 Davis, Glossop
 HUBBARD, THOMAS WOODHINE, Isthmian Club, Piccadilly June 30 Deacon & Co, Great
 St Helen's
 JEFFERY, SUBANNA, Tunbridge Wells June 30 Cooper & Co, Birch in
 LANG, RICHARD YARBLEY, Coombeinteighhead, Devon July 7 Tozer & Co, Teignmouth
 LAMBICK, WILLIAM, Horton, Glos, Farmer July 9 Tarr & Arkell, Bristol
 MARTIN, WILLIAM, Sparkhill, nr Birmingham, Grocer July 6 Hargreave & Heaton,
 Birmingham
 MERCER, MARY, Halifax July 1 Bailey, Halifax
 MITCHELL, JOHN GILBERT, Chiswick June 30 Oldman & Co, Old Serjeant's inn,
 Chancery inn
 MOORE, GEORGE, Ryton, Durham, Farmer July 16 Stobo & Livingston, Newcastle on
 Tyne
 PRICE, JAMES BEN, Cheltenham June 30 Mossman & Co, Bradford
 FRIEDLAUF, ANNIE, Camborne, Cornwall June 23 Daniell & Thomas, Camborne
 RIGG, JOHN, Boodle, Chisleham, Implement Maker June 30 Butler, Broughton in
 Furness
 RISSON, ELIZABETH, Park village West, Regent's Park June 25 Wood, Finsbury sq
 RUSKIN, JOHN, Bramwood, Coniston, Lancashire July 7 Barker, Bedford row
 SANDER, GUSTAV ADOLPH, Cazenove rd, Stamford Hill July 6 Clapham & Co, Devon-
 shire sq
 SEASONS, EDWARD, Charlbury, Oxford June 24 Ballard, Oxford
 SIMON, GUSTAV REINHOLD VICTOR HERMAN AMANDUS, Manchester July 10 Cooper &
 Sons, Manchester
 SKELLS, HENRY INGLE, Surbiton, Surrey, Commission Agent July 21 Fells, Streath-
 bourne rd, Upper Tooting
 SKERRATT, JAMES, Middlesbrough, Bridge Erector June 30 Thomas & Malkin, Stockton
 on Tees
 SMITH, LUCY, Sydenham hill July 4 Adsham, Essex st, Strand
 STANFIELD, SARAH, Ashton under Lyne June 12 Taylor, Oldham
 THUMAN, PENEY PHILIP, Radcliffe on Trent, Notts, Solicitor July 1 Truman & Snook,
 Nottingham
 WARD, SARAH, Sprooughton, Suffolk June 27 Josselyn & Sons, Ipswich
 WINTERBOTTOM, ANN, Stalybridge, Chester July 2 Ives, Stalybridge

London Gazette.—FRIDAY, JUNE 1.

ALISON, ALICE, Birkdale July 14 Smith, Southport
 ASHTON, THOMAS MASON, Louth, Lincoln June 30 Banks & Co, Bury St Edmunds
 BAKER, Mrs MARY, Bridgewater, Somerset June 30 Bishop, Bridgewater
 BAKER, HERBERT AUBREY, Havering, nr Romford, Essex June 30 Ley & Co,
 Cheltenham
 BATHURST, The Very Rev Canon EYRE STUART, Stone, Staffs July 2 Birch, Stone
 BAXTER, LUCY, Alcombury Hill, Huntingdon, Innkeeper July 7 Hunnybun & Sons,
 Huntingdon
 BLACK, JAMES ELLIS, Rochester, Kent July 6 Basset & Boucher, Rochester
 BOLTON, JOHN, Blackburn July 31 Hartley & Pilgrim, Colne, Lancs
 BORRADAILE, GEORGE EDWIN, Edinburgh terrace, Kensington Palace June 30 Lewty &
 Co, Theobald's rd
 BROOK JOHN, Clifton, Bristol, Doctor of Medicine June 30 Benson & Co, Bristol
 CARTWRIGHT, Rev WILLIAM, Bristol July 5 Wansborough & Co, Bristol
 CARMELA, ETHELINDA, Blackheath, Kent June 21 Saw & Son, Queen Victoria st
 DELVE, CATHERINE CORNISH, Truro June 30 Paul, Truro
 DICKINSON, EDWARD MINNELL, Barcombe av, Streatham Hill, Clerk June 30 Brown,
 Seething in
 DIGHT, Miss ELIZA, Clifton, Bristol July 20 O'Donoghue & Anson, Bristol
 DOWNING, WALTER, Balby, nr Doncaster, Waggon Owner June 30 Atkinson & Sons,
 Doncaster
 EUSTACE, Mrs ELIZA, Salford July 2 Potts & Potts, Broseley, Shropshire
 FARROW, MARY, Tottenham July 14 Avery & Son, Finsbury pavement

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 1.

RECEIVING ORDERS.

ALLEN, MARY ELIZABETH, Barnsley, Yorks, Fruiterer
 Barnsley Pet May 29 Ord May 29
 BAKER, ARTHUR JAMES, Southall, Middlesex, Builder
 Windsor Pet May 28 Ord May 28
 BARTON, HENRY, Hammersmith, Licensed Victualler High
 Court Pet May 28 Ord May 28
 BARTLEY, THOMAS, South Shields, Grocer Newcastle on
 Tyne Pet May 12 Ord May 28
 BEBBO, MARCUS, Warrington cres, Maida Vale High
 Court Pet Feb 1 Ord May 14
 BOYLE, WILLIAM ROBERT DOUGLAS CARRINGTON, Victoria
 st, Westminster High Court Pet March 29 Ord
 May 29
 CAMPBELL, T E, Sunderland, Commercial Traveller Sun-
 derland Pet Jan 6 Ord Feb 15
 CARTER, WILLIAM, Jun, Leadhall st High Court Pet
 April 10 Ord May 29
 CHAPMAN, HENRY ALFRED, Swansea, Hairdresser Swansea
 Pet May 29 Ord May 29
 COLE, WILLIAM LEWIS, 48 Michael's, Bristol, Carver
 Bristol Pet May 29 Ord May 29
 COLVIN, ERNEST, Newington causeway, Licensed Victualler
 High Court Pet May 10 Ord May 29
 CROSSLAND, WILLIAM, Seelton, Nottingham, Stableman
 Nottingham Pet May 29 Ord May 29
 EDWARDS, ALFRED, Dingham, Notts, Corn Agent Notting-
 ham Pet May 29 Ord May 29
 ELLIOTT, RALPH, Felling, Durham, Grocer Newcastle on
 Tyne Pet May 28 Ord May 28
 FIELDING, WALTER METCALFE, Oldham, Letterpress
 Printer Oldham Pet May 29 Ord May 29
 FREEMAN, LOUIS, Newcastle on Tyne, Jeweller Newcastle
 on Tyne Pet May 28 Ord May 28
 HAINSWORTH, AMOS, and THOMAS BLAND, Morecambe,
 Lancs, Joiners Preston Pet May 14 Ord May 30
 HALL, FREDERICK WILLIAM, Nuneaton, Furniture Dealer
 Coventry Pet May 28 Ord May 28
 HIRST, ARTHUR WILLIAM, West Croxson, Electrical Engi-
 neer Croxson Pet May 28 Ord May 28
 HOLLINGSWORTH, WILLIAM JAMES, West Ewell, Butley
 Croxson Pet April 25 Ord May 29
 KYTHESLEY, FRANCIS, Birmingham, Clothier Birmingham
 Pet May 1 Ord May 30
 LEWIS, JACOB, Leeds, Wholesale Slipper Manufacturer
 Leeds Pet May 28 Ord May 28

LOYATT, JOSEPH, Wolverhampton, Grocer Wolverhampton
 Pet May 28 Ord May 28
 MARTIN, SARAH JANE, Falmouth, Cornwall, Grocer Truro
 Pet May 30 Ord May 30
 MEREDITH, CHARLES AUGUSTUS, Cardiff, Butcher Cardiff
 Pet May 10 Ord May 25
 MORTON, WILLIAM, Southport, Fruiterer Liverpool Pet
 May 30 Ord May 30
 MUFF, JOHN, Arnsley, Leeds, Cloth Manufacturer Leeds
 Pet May 29 Ord May 29
 NERDEAN, LUKA, Jacoby Mortimer, Salop, Dealer Kidder-
 minster Pet May 29 Ord May 29
 NOBLE, JOHN FREDERICK, Nottingham Nottingham Pet
 May 18 Ord May 28
 NORMAN, FRED, Irthlingborough, Northampton, Shoe
 Manufacturer Northampton Pet May 28 Ord May 28
 OLIVER, CHARLES FREDERICK, Buckland, Hants, Greensgrocer
 Portsmouth Pet May 26 Ord May 28
 PALMER, JOHN THOMAS, Leicester, Hardware Dealer
 Leicester Pet May 24 Ord May 29
 PARSONS, RICHARD, Coalville, Leicester, General Dealer
 Burton on Trent Pet May 28 Ord May 28
 PLATT, RALPH, sen, RALPH PLATT, jun, and SAMUEL
 BAXTER, Burnham, Staffs, Earthenware Manufacturers
 Hanley Pet May 28 Ord May 28
 PRICE, JAMES, Dowlais, Baker Merthyr Tydfil Pet May
 29 Ord May 29
 PRYOR, JOHN, Wandsworth Wandsworth Pet May 30
 Ord May 30
 RIGG, ANDREW, Ossett, York, Rag Merchant Dewsbury Pet
 May 29 Ord May 29
 ROOKE, HENRY JAMES, Kingdalen, Licensed Victualler
 High Court Pet May 9 Ord May 28
 ROBERTS, EMANUEL, Rford, Essex High Court Pet April
 27 Ord May 28
 SANDFORD, EDWIN, Bognor, Jobbing Gardener Brighton
 Pet May 30 Ord May 30
 SCHOTBOROUGH, N J H, Finchley rd, Financier High Court
 Pet April 25 Ord May 30
 SOLOMON, ADA, Blaina, Mon, Clothier Tredegar Pet
 May 29 Ord May 29
 SPURGEON, ALFRED, Marlborough st, Manufacturers' Agent
 High Court Pet May 7 Ord May 28
 STANDEN, HENRY, Blackburn, Fishmonger Blackburn
 Pet May 29 Ord May 29
 SUTHERLAND, ALEXANDER, Manchester, Draper Manchester
 Pet May 18 Ord May 28
 THOMAS, WILLIAM JOHN, St Mary hurch, Devons, News-
 agent Exeter Pet May 30 rd May 30

VANN, THOMAS, Hay Mills, nr Birmingham, Cycle Dealer
 Birmingham Pet May 18 Ord May 30
 WALLIS, FREDERICK, Canterbury, Grocer Canterbury Pet
 May 12 Ord May 24
 WALTON, GEORGE, Nelson, Lancs, Boot Dealer Burnley
 Pet May 14 Ord May 28
 WILLIAMS, WILLIAM EDWARD, Bangor, Farmer Bangor
 Pet May 30 Ord May 30
 WILSON, CYRIL J, King st, Cheapside High Court Pet
 March 30 Ord May 28
 WILSON, GEORGE, Wakefield, Carver Wakefield Pet
 May 1 Ord May 29
 WOODCOCK, REGINALD, Manor Park, Essex, Grocer High
 Court Pet May 24 Ord May 28

RECEIVING ORDER RESCINDED.

HORNBY, GEORGE JEROME, Strand, Dealer in Works of Art
 High Court Rec Ord June 16, 1899 Resc May 26, 1900

FIRST MEETINGS.

ANGEL HARRY, Exeter, Mineral Water Manufacturer
 June 19 at 10.30 Off Rec, 13, Bedford circus, Exeter
 ARMSTRONG, LILLIAN ELIZA, Walworth road, Furniture
 Dealer June 12 at 12 Bankruptcy bldgs, Carey st
 BEBBO, MARCUS, Thredneedle st June 11 at 2.30 Bank-
 ruptcy bldgs, Carey st
 BOWEN, THOMAS WILLIAM, Bridgworth, Salop, Builder
 June 13 at 3 County Court Office, Madeley
 BUTLER, JOHN THOMAS, Walsall, Grocer June 13 at 11.30
 Off Rec, Walsall
 COOKSON, J F, St James's sq June 12 at 11 Bankruptcy
 bldgs, Carey st
 CRAB, THOMAS FREDERICK, Ilford, Essex, Builder June 13
 at 12 55, Temple church, Temple av
 CRATCHLEY, GEORGE, Whitehall, nr Stroud, Glos, Quarry-
 master June 9 at 12 Off Rec, Station rd, Gloucester
 CRIGHTON, JAMES, Statham Parva, Suffolk, Schoolmaster
 June 12 at 12 Angel Hotel, Bury St Edmunds
 EDWARDS, GEORGE, and WILLIAM EDWARDS, Tavistock,
 Wrexham, Engineers June 12 at 11.30 Prior,
 Wrexham
 ELLIOTT, RALPH, Bedlington, Northumberland, Grocer
 June 9 at 11 Off Rec, 30, Mosley st, Newcastle on
 Tyne
 GIBBS, HENRY, Cardiff, Coal Merchant June 11 at 12 Off
 Rec, 117, St Mary st, Cardiff
 GREENFIELD, JOHN, Queen Victoria st, Solicitor June 11
 at 11 Bankruptcy bldgs, Carey st
 HALL, FREDERICK WILLIAM, Nuneaton, Furniture Dealer
 June 11 at 12 Off Rec, 17, Hertford st, Coventry

FIELD, GEORGE HENRY, Camberwell New rd July 13 Wheatly & Co, New inn, Strand
 FISON, ELIZABETH, Cambridge June 9 Symonds, Cambridge
 FOSTER, HENRY JOHN, Leytonstone June 30 Lewty & Co, Theobald's rd
 GIBBONS, ALFRED ROBERT, Windlesham, Surrey Aug 1 Potter & Co, King st, Cheap-
 side
 GILLMAN, Rev JOHN FITZGERALD NAGLE, Henock, Devon June 30 Hacker &
 Michmore, Newton Abbott
 GOODWIN, HARRIET, West Hampstead June 30 Fisher & Co, Ashby de la Zouch
 GOULD, GEORGE DAVID, Richmond, Surrey June 30 Senior & Fairbank, Richmond
 HADDON, HENRY, Charlotte st, Fitzroy sq, Dentist's Assistant July 1 O & E Woodroffe,
 Eastcheap
 HANCOCK, MARY ANN, Nottingham June 30 Hazledine, Nottingham
 HAMMOND, GEORGE, Colchester, Licensed Victualler July 31 Sparling & Son, Col-
 chester
 HOBSON, SAMUEL JOHNSTONE, Sheffield Sept 29 Alderson & Co, Sheffield
 HODGKIN, ENOCH, Richmond, Surrey June 30 Powell & Rogers, Essex st, Strand
 HODGSON, HENRY, Bradford, York June 28 Rhodes, Bradford
 HOLMES, JOHN, Sparkbrook, Birmingham, Miller June 30 Cottrill & Son, Birmingham
 HOLMES, JOHN FRANCIS, Walthamstow, Commission Agent July 2 Chalk, Finsbury pmv
 HOULE, ELLEN WINIFRED, Guildford st, Russell sq July 1 Peacock & Goddard, South
 sq, Gray's inn
 HUGHES, ANN, Liverpool June 15 Tebbay & Lynch, Liverpool
 HUMPHRIES, BENJAMIN JOHN, Lower Edmonton July 2 Watson & Son, Chancery in
 HODGKIN, ENOCH, Richmond, Surrey June 30 Marsh & Co, Leigh
 IDON, RICHARD, Hesketh Bank, Lancs, Farmer July 7 Wilson & Co, Preston
 ISON, EDWARD, Ashby de la Zouch, Leicester, Ironmonger June 30 Fisher & Co, Ashby
 de la Zouch
 LENGTHORN, GEORGE, Leeds, Butcher July 4 Harland & Hingham, Leeds
 LEWIS, MARTHA, Pontnewydd Aug 1 Bythway & Son, Pontypool
 MCCOWAN, WILLIAM, Roseneath, nr Whitehaven, Cumberland June 30 Brookbank & Co,
 Whitehaven
 MARSHALL, JOHN, Nottingham, Licensed Victualler June 30 Hazledine, Nottingham
 MASTER, EMMA, Uxbridge rd July 3 Partridge & Co, King's Lynn
 MOOR, GEORGE, HARRIS, Newcastle upon Tyne, Builder July 15 Wilkinson & Marshall,
 Newcastle upon Tyne
 NOAD, GRACE HEENE, Tilshad, Wilts June 24 Louch, Newbury, Barks
 PAUL JOHN, St Agnes, Cornwall, Hotel keeper June 24 Hancock, jun, St Agnes
 PIERCE, CHAS. SPILLER, Sidcup, Kent, Agent July 1 Baylis & Co, Church ct, Old Jewry
 POPE, JOSEPH, Langtoft, Lincoln July 3 Sharpe & Wade, Market Deeping
 PRENDERGAST, FRANCIS ENSOR, Redlands, California, U.S.A., Civil Engineer July 1
 Barker, Bedford row
 ROBINSON, JANE LYDIA, Weston super Mare July 31 Simmonds & Co, Bath
 RUFF, ARN. St John's Wood July 18 Garrard & Co, Suffolk st, Pall Mall East
 SARGAUNT, JAMES PRIMATT, Pembroke rd, Kensington July 1 Peacock & Goddard,
 South sq
 SKINNER, ELIZA, Brighton, Domestic Servant June 21 Withy, Swindon
 SMITH, SARAH, Allesley, nr Coventry July 5 Twist & Sons, Coventry
 SMITH, WILLIAM, Shepherd's Bush July 4 Fox, Mary's sq, Faddington
 SPOWERTY, EDWARD, East Acklam, York, Farmer July 7 Souby, Malton
 SPRATT, HENRY, Bury St Edmunds July 15 Green, Bury St Edmunds
 STARKETT, WILLIAM, Warwick, Blacksmith July 14 Handley & Co, Warwick
 STEADMAN, FANNY, Beverley, York, Milliner July 5 Bainton, Beverley
 STILES, ROBERT, Hillmorton, Wilts, Farmer July 1 Nott, Gray's inn sq
 STILES, SAMUEL, Hillmorton, Wilts, Farmer July 1 Nott, Gray's inn sq
 STILES, WILLIAM, Lickhill, Calne July 1 Nott, Gray's inn sq
 SYKES, JOHN, Eiland, nr Halifax July 7 Bailey, Halifax
 THWAITES, HANNAH, Kendal July 9 Moser & Sons, Kendal
 THWAITES, THOMAS, Kendal July 9 Moser & Sons, Kendal
 TOSWILL, CHARLES GILLMAN, Withernsea, Hull, Brewer's Traveller June 13 Wells &
 Sons, South
 TURNER, HARRIET, Great Yarmouth June 29 Withshire & Sons, Great Yarmouth
 TURLEY, RICHARD, Slapton, Bucks July 7 Newton & Calcott, Leighton Buzzard
 UDALL, WILLIAM KEATS, Lower Bockhampton, Dorset June 14 Creech, Sturminster
 Newton
 VERNHAM JEMIMA, Streatham June 30 Drake & Co, Road in
 WALLACE, EMMA, York st, Portman sq June 30 Leuty & Co, Theobald's rd
 WARS, SAMUEL, Vauxhall walk, Case Maker July 8 Ashley & Co, Frederick's pl, Old
 Jewry
 WILTSHIRE, MARY ANN, Willeeden July 16 Richardson & Sadler, Golden sq

JONES, THOMAS, Canton, Cardiff, Haulier June 11 at 11 Off Rec, 117, St Mary st, Cardiff
 KEEBLE, EDWIN COCKLE, Glenford, Suffolk, Grocer and Draper June 12 at 12.30 Angel Hotel, Bury St Edmunds
 LEWIS, JACOB, Leeds, Wholesale Slipper Manufacturer June 8 at 11 Off Rec, 24, Park row, Leeds
 MAGEE, JANE, South Wingate, Durham, Innkeeper June 8 at 3 Off Rec, 25, John st, Sunderland
 METCALFE, CHARLES, WILLIAM, Fulstow, Lincs, Labourer June 8 at 11 Off Rec, 15, Osborn st, St Grimsby
 OLIVER, CHARLES, FREDERICK, Buckland, Hants, Green-grocer June 8 at 3 Off Rec, Cambridge June, High st, Portsmouth
 PEARSON, FREDERICK THOMAS, Hove, Sussex, Solicitor June 11 at 3.30 Off Rec, 4, Pavilion bridge, Brighton
 PLANT, RALPH, SON, RALPH PLANT, jun, and SAMUEL BAXTER, Burslem, Staffs, Earthenware Manufacturers June 8 at 2.30 North Stafford Hotel, Stoke upon Trent
 ROSENTHAL, EMANUEL, Ilford, Essex June 8 at 2.30 Bankruptcy bldg, Carey st
 ROWELL, ROBERT, Newcastle on Tyne, Coal Fitter June 8 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 SCOTT, JAMES, Stockport, Tailor June 8 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
 SHELLEY, HENRY, Street, Somerset June 8 at 12.30 Off Rec, Endless st, Salisbury
 SULLIVAN, JOHN, Stockport, Cheshire, Coal Merchant June 8 at 10.45 Off Rec, County chmbrs, Market pl, Stockport
 SUTHERLAND, ALEXANDER, Manchester, Draper June 13 at 3 Off Rec, Byrom st, Manchester
 THOMAS, WILLIAM JOHN, St Mary Church, Devons, News-agent June 19 at 10.30 Off Rec, 13, Bedford circus, Exeter
 THOMPSON, JOSEPH, Castleton, York, Joiner June 13 at 3 Off Rec, 8, Albert rd, Middlesborough
 VAUGHAN, FREDERICK WILLIAM, Preston, Tobacco Merchant June 14 at 11.30 Off Rec, 14, Chapel st, Preston
 WAREFIELD, HERBERT, Morecambe, Lancs, Traveller June 14 at 11 Off Rec, 14, Chapel st, Preston
 WALLIS, FREDERICK, Canterbury, Grocer June 9 at 11 Off Rec, 28, Castle st, Canterbury
 WILLIAMS, WILLIAM, Cardiff, Painter June 11 at 11.30 Off Rec, 117, St Mary st, Cardiff
 WILSON, WILLIAM, Stockport, Cheshire, Publican June 8 at 10.15 Off Rec, County chmbrs, Market pl, Stockport
 WINEAR, JOHN, Brighton, Boarding house Keeper June 11 at 12 Off Rec, 4, Pavilion bridge, Brighton
 WITNESS, GEORGE, Cophall bridge, Thromorton st, Stockbroker June 11 at 2.30 Off Rec, Bankruptcy bldg, Carey st
 WOODCOCK, REGINALD, Manor Park, Essex, Grocer June 8 at 12 Bankruptcy bldg, Carey st
 WRIGHT, NICHOLAS WILLIAM, Southburn by the Sea, Grocer June 13 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ALLEN, MARY ELIZABETH, Barnsley, Yorks, Fruiterer Barnsley Pet May 29 Ord May 29
 BARTON, HENRY, Hammersmith, Licensed Victualler High Court Pet May 28 Ord May 28
 BELL, ROBERT, Upperry, nr Carlisle Carlisle Pet April 20 Ord May 28
 CARE, JEREMIAH, Bradford, Shopfitter Bradford Pet April 2 Ord May 30
 CHANNER, HENRY ALFRED, Swansea, Hairdresser Swansea Pet May 29 Ord May 29
 CLIFF, ALFRED, Liverpool, Estate Agent Liverpool Ord May 30
 COLE, WILLIAM LEWIS, St Michael's, Bristol, Carver Bristol Pet May 29 Ord May 29
 COWLEY, JOHN EDWARD, Sleaford, Lincs, Grocer Boston Pet May 5 Ord May 28
 CRATCHLEY, GEORGE, Whiteshill, nr Stroud, Glcs, Quarryman Gloucester Pet April 30 Ord May 28
 CROSSLAND, WILLIAM, Sneyton, Notts, Stableman Nottingham Pet May 29 Ord May 29
 DEBOYS, HUBERT, and ERNEST FRANCIS DOUGLAS, Ludgate Hill, Advertising Contractors High Court Pet Nov 24 Ord May 28
 EDWARDS, ALFRED, Bingham, Notts, Coin Agent Nottingham Pet May 29 Ord May 29
 ELLIOTT, RALPH, Felling, Durham, Grocer Newcastle on Tyne Pet May 28 Ord May 28
 FIELDING, WALTER METCALFE, Oldham, Letterpress Printer Oldham Pet May 29 Ord May 29
 FURCHSTEIN, FRITZ, Leeds Leeds Pet May 3 Ord May 28
 FREEMAN, LOUIS, Newcastle on Tyne, Jeweller Newcastle on Tyne Pet May 28 Ord May 29
 HALL, FREDERICK WILLIAM, Nuneaton, Furniture Dealer Coventry Pet May 28 Ord May 28
 HAMMOND, JOHN, Enfield, Brick Merchant Edmonton Pet May 24 Ord May 28
 HILL, DENNIS JOHN, Norwich, Wholesale Grocer Norwich Pet May 18 Ord May 30
 HINTON, JOHN, Doynton, nr Bristol, Roadman Bath Pet May 9 Ord May 28
 HINTON, STEPHEN, Doynton, Glcs, Journeyman Carpenter Bath Pet March 17 Ord May 30
 INGRAM, WILLIAM, Clitheroe, Coal Agent Blackburn Pet May 30 Ord May 30
 JONES, THOMAS, Canton, Cardiff, Haulier Cardiff Pet May 19 Ord May 29
 LESLIE, WILLIAM FORBES, York gate, Marylebone rd High Court Pet Feb 18 Ord May 30
 LEWIS, JACOB, Leeds, Slipper Manufacturer Leeds Pet May 28 Ord May 28
 LOCKYER, SOPHIA, and WILLIAM MORGAN, Bartholomew close, Artificial Flower Manufacturers High Court Pet May 18 Ord May 28
 LYLE, FRANCES SELINA, Wandsworth Wandsworth Pet April 28 Ord May 31
 MARTIN, SARAH JANE, Falmouth, Grocer Truro Pet May 30 Ord May 30
 MORRIS, FRANK, Llanfihangel, Brecons, Farmer Newtown Pet May 21 Ord May 21
 MUFF, JOHN, Wortley, Leeds, Cloth Manufacturer Leeds Pet May 29 Ord May 29

NEEDHAM, LUKE, Cleobury Mortimer, Salop, Dealer Kidderminster Pet May 29 Ord May 29
 NORMAN, FRED, Irthlingborough, Northampton, Shoe Manufacturer Northampton Pet May 26 Ord May 26
 OLIVER, CHARLES FREDERICK, Buckland, Hants, Green-grocer Portsmouth Pet May 26 Ord May 26
 PALMER, JOHN THOMAS, Leicester Leicester Pet May 29 Ord May 29
 PARSONS, RICHARD, Coalville, Leicesters, General Dealer Burton on Trent Pet May 28 Ord May 28
 PLANT, RALPH, SON, RALPH PLANT, jun, and SAMUEL BAXTER, Burslem, Staffs, Earthenware Manufacturers Hanley Pet May 28 Ord May 28
 PRICE, JAMES, Downais, Baker Morthyr Tydfil Pet May 29 Ord May 29
 PRYOR, JOHN, Wandsworth Wandsworth Pet May 30 Ord May 30
 RICE, ANDREW, Ossett, York, Rag Merchant Dewsbury Pet May 29 Ord May 29
 SANDFORD, EDWIN, Bognor, Sussex, Jobbing Gardener Brighton Pet May 30 Ord May 30
 SCOTT, JAMES, Stockport, Cheshire, Tailor Stockport Pet May 28 Ord May 30
 SMITH, W D, Kingston on Thames, Corn Dealer Kington, Surrey Pet March 14 Ord May 23
 SOLOMON, ADA, Baisna, Mon, Clothier Tredegar Pet May 29 Ord May 29
 STANDEN, HENRY, Blackburn, Fishmonger Blackburn Ord May 29 Pet May 29
 THOMAS, WILLIAM JOHN, St Mary Church, Devons, News-agent Exeter Pet May 30 Ord May 30
 THOMPSON, THOMAS WILLIAM, Clapton, Manufacturing Confectioner High Court Pet April 12 Ord May 28
 WILLIAMS WILLIAM, Cardiff, Painter Cardiff Pet May 26 Ord May 28
 WILLIAMS, WILLIAM EDWARD, Bangor, Farmer Bangor Pet May 30 Ord May 30

ADJUDICATION ANNULLLED.

SHORT, ARTHUR, Goolie, Yorks, Labourer Wakefield Adjud Feb 21, 1896 Annual May 22, 1900

RECEIVING ORDERS.

BARRITT, EPHRAIM, JAMES WILLIAM BARRITT, and FRANK BARRITT, Oldham, Plumbers Oldham Pet June 1 Ord June 1
 BENTLEY, GEORGE HERBERT, Earlestown, Lancs, Electrical Engineer Warrington Pet May 31 Ord May 31
 BOYLE, WILLIAM ROBERT DOUGLAS (HARRINGTONS BRENNWOOD), Essex Chelmsford Pet April 25 Ord May 30
 BUCK, KATE, Northfleet, Kent Rochester Pet May 30 Ord May 30
 BUCKLEY, JOHN EUGENE, Cophall av, Turf Commission Agent High Court Pet May 14 Ord May 31
 BUNNAGE, WILLIAM, Luton, Bedford, Straw Hat Manufacturer Luton Pet May 25 Ord May 31
 BUTLER, JAMES LIVERSEY, Leeds, Mechanic York Pet May 30 Ord May 30
 CARR, JAMES, Bradford, Mail Cart Manufacturer Bradford Pet April 2 Ord May 31
 DOBSON, JOHN, Bankfoot, Bradford, Coal Dealer Bradford Pet May 31 Ord May 31
 GRIFFIN, WILLIAM, Bristol, Grocer Bristol Pet May 31 Ord May 31
 HEY, GEORGE, Kingholm, Glcs, Soap Manufacturer Gloucester Pet June 1 Ord June 1
 HIBBERT, ARTHUR AMOS, Norwich, Stonemason's Foreman Norwich Pet May 31 Ord May 31
 MARSH, CHARLES, King's Lynn, Farmer King's Lynn Pet May 21 Ord June 1
 ROSS, JAMES, Walton, Liverpool, Medical Practitioner Liverpool Pet June 1 Ord June 1
 VAILLEY, ALFRED, Selby, Licensed Victualler York Pet April 3 Ord June 1
 WARTSKI, S, Dalton in High Court Pet May 15 Ord May 31
 WELLS, MAURICE J, Union ct, Old Broad st, Stockbroker High Court Pet Feb 8 Ord March 16
 WRIGHT, ARTHUR GEORGE, Dudley, Musical Instrument Dealer Dudley Pet May 14 Ord May 29

FIRST MEETINGS.

APPLEBY, ANNIE, South Norwood, Surrey June 12 at 11.30 24, Railway app, London Bridge
 BARTLEY, THOMAS, South Shields, Grocer June 14 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
 BARTON HENRY, Hammersmith, Licensed Victualler June 18 at 12 Bankruptcy bldg, Carey st
 BATES, EDWARD, West Bromwich Butcher June 14 at 12 174, Corporation st, Birmingham
 BENTLEY, GEORGE HERBERT, Earlestown, Lancs, Electrical Engineer June 15 at 3 Off Rec, Byrom st, Manchester
 BIBBY, WILLIAM, Warmfield, Coal Miner June 14 at 10.30 Off Rec, 6, Bond st, Wakefield
 BUTLER, JAMES LIVERSEY, Leeds, Mechanic June 18 at 12.15 Off Rec, 28, Stonegate, York
 BUTT, JONAH, Swansea, Licensed Victualler's Manager June 14 at 12 Off Rec, 31, Alexandra rd, Swansea
 CASTER, WILLIAM, jun, Leadenhall st June 18 at 11 Bankruptcy bldg, Carey st
 CHESTER, JOSEPH, Scarborough, Hotel Keeper June 12 at 12 74, Newborough, Scarborough
 COLE, WILLIAM LEWIS, St Michael's, Bristol, Carver June 13 at 12.30 Off Rec, Baldwin st, Bristol
 CROSSLAND WILLIAM, Sneyton, Notts, Stableman June 12 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 CULLE, EVAN, Radyr, Glam, Grocer June 14 at 12 185, High st, Morthyr Tydfil
 EDWARDS, ALFRED, Bingham, Notts, Coin Agent June 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 EWART, JOHN NICHOL, Todhills, Cumberland, Butcher June 13 at 3 Off Rec, 34, Fisher st, Carlisle
 FIELD, PERCY, Victoria st, Architect June 15 at 11 Bankruptcy bldg, Carey st
 FLAHERTY, ALBERT EDWARD, Birmingham, Butcher June 15 at 11 174, Corporation st, Birmingham
 FORMAN, G L, Bow rd, Publican June 15 at 12 Bankruptcy bldg, Carey st
 FREEMAN, LOUIS, Newcastle on Tyne, Jeweller June 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

GEORGE, HENRY, Clifton, Bristol, Butcher June 13 at 12 Off Rec, Baldwin st, Bristol
 GRIFFIN, WILLIAM, Bristol, Grocer June 13 at 12.45 Off Rec, Baldwin st, Bristol
 HILL, DENNIS JOHN, Thorpe Hamlet, Norwich, Wholesale Grocer June 14 at 12.30 Auction Mart, Tokenhouse yard
 JONES, HARRY WESSON, Melbourne, Derbys, Draper's Assistant June 13 at 12 Off Rec, 47, Full st, Derby
 LYONS, MARTIN, Birmingham, Tobaccoist June 14 at 11 174, Corporation st, Birmingham
 MARTIN, SARAH JANE, Falmouth, Grocer June 14 at 12 Off Rec, Boscawen st, Truro
 MORTON, WILLIAM, Southport, Fruiterer June 13 at 12 Off Rec, 35, Victoria st, Liverpool
 PARSONS, ALBERT EDWARD, Doughter, Soda Water Manufacturer June 12 at 12.30 Off Rec, Endless st, Salisbury
 RICHTON, WILLIAM, Birmingham, Grocer June 15 at 12 174, Corporation st, Birmingham
 WADE, OLIVER, Read, nr Blackburn, Butcher June 29 at 12 Exchange Hotel, Nicholas st, Burnley
 WICKENS, JOHN, Ashford, Kent, Builder June 12 The Saracen's Head Hotel, Ashford
 WILLARD, RICHARD, Hove, Sussex, Tailor June 12 at 2.30 Off Rec, 24, Railway app, London Bridge
 WORRAL, HERBERT FORTY, Sheffield, Butcher June 12 at 12 Off Rec, Figt ee lane, Sheffield

ADJUDICATIONS.

AINSWORTH, ERNEST ALBERT HARRISON, HM Convict Establishment, Portland, Company Promoter High Court Pet Feb 23 Ord May 29
 BAKER, ARTHUR JAMES, Southall, Middlesex, Builder Windsor Pet May 25 Ord May 31
 BARRETT, EPHRAIM, JAMES WILLIAM BARRETT, and FRANK BARRETT, Oldham, Plumbers Oldham Pet June 1 Ord June 1
 BENTLEY, GEORGE HERBERT, Earlestown, Lancs, Electrical Engineer Warrington Pet May 31 Ord May 31
 BERNARD, HENRY PETER, HM Convict Establishment, Parkhurst, Company Promoter High Court Pet Feb 23 Ord May 29
 BUCK, KATE, Northfleet Kent Rochester Pet May 30 Ord May 30
 BUTCHER, CHARLES, Martock, Somerset, Baker Yeovil Pet April 23 Ord May 30
 BUTLER JAMES LIVERSEY, Leeds, Mechanic York Pet May 30 Ord May 30
 DEVEREUX, THOMAS, Haverfordwest, Grocer Pembroke Dock Pet May 4 Ord May 31
 DOBSON, JOHN, Bankfoot, Bradford, Coal Dealer Bradford Pet May 31 Ord May 31
 ELWOOD, A, Harp in High Court Pet March 30 Ord May 30
 FOREMAN, GEORGE LAING, Bow rd, Publican High Court Pet April 28 Ord May 31
 GABB, HUGH OSWIN, Bewdley, Worcesters Kidderminster Pet May 3 Ord June 1
 GRIFFIN, WILLIAM, Bristol, Grocer Bristol Pet May 31 Ord May 31
 HARRIS, THOMAS EDWARD, Cophall av, Stockbroker High Court Pet April 21 Ord May 31
 HIBBERT, ARTHUR AMOS, Norwich, Stonemason's Foreman Norwich Pet May 31 Ord May 31
 JOHNSON, WILLIAM JOHNSON, Penketh, nr Warrington Warrington Ord June 1
 LOVATT, JONAH, Biston, Stafford, Grocer Wolverhampton Pet May 23 Ord June 1
 MENSH, CHARLES BENJAMIN, Strand, Tailor High Court Pet May 8 Ord May 31
 MOSS, ARTHUR, Nottingham Nottingham Pet April 12 Ord May 30
 NOBLE, JOHN FREDERICK, Nottingham Nottingham Pet May 18 Ord June 1
 PILE, JOHN, East Down, Devons, Yeoman Barnstaple Pet May 15 Ord May 31
 ROSS, JAMES, Walton, Liverpool, Medical Practitioner Liverpool Pet June 1 Ord June 1

ADJUDICATION ANNULLLED.

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